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Volume VII

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TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1946

No. 38

NATIONAL LABOR RELATIONS BOARD, PETITIONER,

vs.

DONNELLY GARMENT COMPANY, DONNELLY GARMENT WORKERS' UNION AND INTERNATIONAL LADIES' GARMENT WORKERS' UNION

No. 39

INTERNATIONAL LADIES' GARMENT WORKERS' UNION, PETITIONER

vs.

DONNELLY GARMENT COMPANY, DONNELLY GARMENT WORKERS' UNION AND NATIONAL LABOR RELATIONS BOARD

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT

**PETITIONS FOR CERTIORARI FILED JANUARY 29, 1946
CERTIORARI GRANTED APRIL 29, 1946**

**VOLUME VII.
RECORD.**

**United States Circuit Court of Appeals
EIGHTH CIRCUIT.**

No. 12,641

**DONNELLY GARMENT COMPANY, A CORPORA-
TION, PETITIONER,**

vs.

**NATIONAL LABOR RELATIONS BOARD,
RESPONDENT.**

**DONNELLY GARMENT WORKERS' UNION,
INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'
UNION, INTERVENER.**

**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR
RELATIONS BOARD.**

FILED AUGUST 5, 1943.

Testimony and Exhibits in Case No. 12,641.

United States Circuit Court of Appeals
EIGHTH CIRCUIT.

No. 12,641

DONNELLY GARMENT COMPANY, A CORPORA-
TION, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD,
RESPONDENT.

DONNELLY GARMENT WORKERS' UNION,
INTERVENER.

INTERNATIONAL LADIES' GARMENT WORKERS'
UNION, INTERVENER.

ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR
RELATIONS BOARD.

FILED AUGUST 5, 1943.

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before National Labor Relations Board taken from
the Transcript of Record in Case No. 12,641.)

United States of America

Before the National Labor Relations Board
Seventeenth Region.

In the Matter of

Donnelly Garment Company
and

International Ladies' Garment Workers Union
and

Donnelly Garment Workers Union, Party to the Contract.

Case No. C-1382.

District Court Room,
U. S. Courthouse,
Post Office,
Kansas City, Missouri.

July 6, 1942.

The above entitled matter came on for further hearing
pursuant to notice, at 10:00 a.m.

Before:

James C. Batten, Trial Examiner.

Appearances:

Ruth Weyand, Shoreham Building, Washington, D. C.,
appearing for the National Labor Relations Board.

James A. Reed, R. J. Ingraham, James J. Shepard, Jr.,
and Burr S. Stottle, 1900 Telephone Building, Kansas City,
Missouri, appearing for the Donnelly Garment Company.

Frank E. Tyler and Lucian Lane, 1008 Dwight Building, Kansas City, Missouri, appearing for the Donnelly Garment Workers' Union.

[fol. 3118] Cliff Langsdale, 922 Scarritt Building, Kansas City, Missouri, appearing for the International Ladies' Garment Workers Union.

[fol. 3121] Proceedings.

Trial Examiner Batten: I think we will proceed.

[fol. 3122] Miss Weyand: I would like to introduce first, as Board's Exhibit 1-YYYY, the order of the Board, dated April 21, 1942, vacating the decision and order, reopening record, referring proceedings to Regional Director, and directing further hearing. I take it there is no objection.

As Board's Exhibit 1-ZZZZ I would like to introduce the notice of further hearing.

As Board's Exhibit 1-AAAA I would like to introduce the affidavit as to service and proof of service upon the Donnelly Garment Company, through Reed and Ingraham, its attorneys; upon the International Ladies' Garment Workers Union, through Mr. Cliff Langsdale, its attorney; upon Donnelly Garment Workers Union, through Mr. Frank Tyler, its attorney; as Board's Exhibit 1-BBBBBB I would like to introduce the order designating Trial Examiner.

[fol. 3137] Trial Examiner Batten: All right. Now, I think we are ready to proceed.

I think the record should indicate that Mr. Hoggsett is appearing for the Respondent, who did not appear in the prior proceedings.

Are there any motions?

Miss Weyand: Before we proceed, I wish to call to the Trial Examiner's attention a motion which has just been

filed with the Regional Director, and which the Regional Director feels should be referred to the Trial Examiner, because the Trial Examiner has taken jurisdiction of this case. The Regional Director feels he has no further jurisdiction to act on this motion, which is the application for the designation of another Trial Examiner, and an affidavit of prejudice. I move that it be referred to the Board for action. I think that such matters, as I understand it, should be decided by the Board itself.

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[fol. 3138] Mr. Tyler: If the Court please, may I ask whether that paper has been given an exhibit number, or what the filing mark is?

Trial Examiner Batten: It has not as yet.

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Mr. Tyler: Has it been marked filed?

Trial Examiner Batten: It is filed. It has been presented to me, and copies will be sent to the docket clerk. The number will be Board's Exhibit 1-CCCCC, if you want to refer to it. Just a moment, Senator Reed.

[fol. 3139] (Thereupon the document above referred to was marked as "Board's Exhibit No. 1-CCCCC," for identification.)

Mr. Tyler: If the Court please, the Intervener would like to join in the application for a different Trial Examiner and suggest to Your Honor that after the vigorous and repeated statements of Your Honor as to the weight and lack of weight of the evidence which you are now asked to consider, you naturally have not the fair, open and impartial mind to which the Interveners are entitled.

Trial Examiner Batten: I understand you are joining in the motion, based upon the statements in the affidavit?

Mr. Tyler: That is correct.

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Mr. Reed: Miss Weyand made some statement at the beginning of this session I was absolutely unable to hear, and I am going to ask the reporter to please read me that.

(Record read by the reporter.)

Miss Weyand: I moved that it be referred to the National Labor Relations Board for action. It was my position that an application for the designation of another Trial Examiner, as I understand the law, should not be passed on by the Trial Examiner himself, but should be referred to the three members of the Board in Washington, or a quorum thereof, to act upon.

[fol. 3140] Mr. Reed: That was your motion?

Miss Weyand: Yes.

Mr. Reed: That was what I wanted to understand.

Trial Examiner Batten: Well, do I understand, Senator Reed and Mr. Tyler, that it is also your desire that this matter be referred to the Board? Do you concur in this motion?

Mr. Reed: We do.

Mr. Tyler: We do, Your Honor.

[fol. 3143] Mr. Reed: I want it entered of record.

Trial Examiner Batten: Well, I will receive it as Board's Exhibit 1-CCCCC, which makes it a part of Board's Exhibit 1, which contains all of the pleadings, motions, and formal papers.

[fol. 3144] (The document heretofore marked "Board's Exhibit No. 1-CCCCC," for identification, was received in evidence.)

[fol. 3146] Trial Examiner Batten: This morning I was presented with an application that I presume was directed to the Board, for the designation of another Trial Examiner, which was filed by the Respondent, and a motion by the Board's counsel that the matter be referred to the Board. The matter was concurred in by the Respondent and the Intervener, and opposed by the Union. It is customary when affidavits of this type are submitted, either

to the Court or to the Trial Examiner, that the person to whom they are presented passes upon them, but in view of the history of this matter, and the fact that the Court at least has passed on some of these matters, I assume that is not a statement of fact, however. I have concluded that I will concur in the request of those three parties, that this matter be referred to the Board for determination. However, that reference is with the understanding that the hearing may be reconvened upon 48 hours' notice to the parties. Now, is there anything further that counsel has to say?

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[fol. 3147] Mr. Reporter, will you see there is prepared today a copy of the record thus far, including the exhibits which have been received at this hearing and the motion of the Respondent, that they are forwarded to the Board today by air mail?

Now, is there anything further? If not, then we will adjourn, subject to 48 hours' notice.

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[fol. 3151] Trial Examiner Batten; I think we are ready to proceed.

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Miss Weyand: Board's Exhibit No. 1-DDDDD, notice of hearing before the board for oral argument on the application for another Trial Examiner; Board's Exhibit No. 1-EEEEEE, the application for continuance filed by the respondent; Board's Exhibit No. 1-FFFFFF, the answer of the International Ladies' Garment Workers Union in opposition to the application for continuance; and Board's Exhibit No. 1-GGGGG, the order of the board, dated July 28, 1942, denying the applications for continuance and for a new Trial Examiner.

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[fol. 3152] (Thereupon the documents above referred to, previously marked for identification "Board's Exhibits Nos. 1-DDDDD to 1-GGGGG, inclusive, and 1-HHHHH to 1-PPPPP, inclusive," were received in evidence.)

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[fol. 3155] Mr. Ingraham: Respondent desires to file written exceptions to the rulings of the board on the application for designation of a new Trial Examiner and on the application for continuance. I would like to have the exceptions identified and put in the record.

Trial Examiner Batten: That will be No. 1-QQQQQ.

[fol. 3156] Is there any objection to the receipt of Board's Exhibit No. 1-QQQQQ, being exceptions of the respondent to the denial of the application for designation of another Trial Examiner and denial of its application for continuance?

If not, it will be received.

[fol. 3162]

Proceedings.

Trial Examiner Batten: Are you ready to proceed?

Mr. Hogsett: Mr. Examiner, may we have an understanding now as to whether the Board will offer any further evidence?

Trial Examiner Batten: Well, I presume the Board's attorney had better answer that question. Miss Weyand?

Miss Weyand: I do not know definitely whether we will or not. I took it, if the respondent should adduce evidence which needed rebutting, I expected to put on rebuttal evidence. What evidence I put on would be purely rebuttal in nature to what is put on by the company.

Trial Examiner Batten: Mr. Langsdale, I presume we had better have, also, a statement from you.

Mr. Langsdale: My thought is the same as Miss Weyand's. We are here to meet whatever they bring in. If they bring in nothing, we have nothing.

Mr. Hogsett: That is all I wanted to know.

Mr. Lane: I have now written exceptions of the intervenor, Donnelly Garment Workers Union, to the orders of

the Board made on July 28th, with respect to the application for the designation of another Trial Examiner, and with respect to the application for continuance.

The Board's order filed yesterday was Exhibit No. 1-GGGGG.

Trial Examiner Batten: This will be Board's Exhibit No. 1-RRRRR.

[fol. 3163] Is there any objection to the receipt of the exceptions by the intervener?

Mr. Ingraham: No objection.

Trial Examiner Batten: It will be received.

(Thereupon the exceptions above referred to was marked for identification "Board's Exhibit No. 1-RRRRR" and received in evidence.)

[fol. 3164] NELL QUINLAN REED, called as a witness by and on behalf of respondent Donnelly Garment Company, was sworn and testified as follows:

Direct Examination

By Mr. Ingraham:

Q. Please state your name?

A. Nell Quinlan Reed.

Q. Where do you live, Mrs. Reed?

A. I live in Kansas City, Mo.

Q. Are you an official of the Donnelly Garment Company?

A. I am the President of the Donnelly Garment Company.

Q. Are you the founder of that business? A. I am.

Q. Did you personally manage the production of that business for many years? A. I did.

Q. Can you tell approximately when that period was?

A. I founded the business in 1916 and—well, I have always managed the business, and for probably the first 15 or 18 years I was very directly in the factory. That has been my biggest responsibility.

Q. And since that time you have, of course, kept in touch with and are acquainted with what was going on in the factory? A. I have.

Q. Mrs. Reed, are you familiar with the customs and practices in the garment industry generally? A. I am.

[fol. 3165] Miss Weyand: Mr. Trial Examiner, I understand we are here for the purpose of adducing evidence under certain offers. Offhand, I am unable to identify the offer under which Mrs. Reed's testimony is being adduced. I would like to have counsel for the company point out that offer, if I might ask for that.

Trial Examiner Batten: Of course, I may not understand this matter. You say "under certain offers." What do you mean by that, under certain offers of proof?

Miss Weyand: Yes. The Court directed that the Board take testimony which had been offered by the company and which they urged upon the Court as having been improperly denied. As I understand this hearing, it is limited to receiving such evidence. I do not at the immediate moment say Mrs. Reed's evidence does not come under any such offer. I am asking, however, that it be pointed out which offer her testimony comes under.

Trial Examiner Batten: Of course, I assume, had Mrs. Reed been here before, she undoubtedly would have testified, as the head of this company, concerning it in general. I do not believe that, with the first witness, and particularly the president of the company, I am going to restrict the testimony, Miss Weyand, at this time.

By Mr. Ingraham:

Q. Mrs. Reed, do you recall there was a previous hearing in this case? A. I do.

[fol. 3166] Q. What was the condition of your health at that time?

A. My health was in very bad condition at that time.

By Mr. Ingraham:

Q. Mrs. Reed, why did you not testify at the last hearing?

A. Because I was too ill. My doctor insisted that I go [fol. 3167] away and sent with me a trained nurse, who was in attendance the entire summer.

Q. Otherwise, you would have been here and testified?

A. Indeed, I would have.

Q. You desired to testify? A. I did.

Q. Mrs. Reed, there has been testimony offered in the record in this case regarding the Loyalty League. Were you a member of that organization? A. I was not.

Q. When did you first learn that there was such an organization as that?

A. I don't remember exactly. I had no contact with the organization. No one ever officially notified me of such an organization.

Q. Did you ever suggest or request of any employee of the Donnelly Garment Company that he or she should form such an organization?

A. I did not. My remembrance now is that it was formed shortly after the N. R. A. hearing, when there was a great deal of discussion in the papers and in the churches about sweatshop conditions in Kansas City.

Mr. Langsdale: If the Examiner please, I am wondering if any of the people in the room are witnesses. If they are, the International Ladies' Garment Workers Union would [fol. 3168] like to have a ruling enforced against the presence of other witnesses in the courtroom.

Mr. Hogsett: Mr. Examiner, I think it is a little late for that request to come. This case was fully heard, 3,000 pages of oral testimony were taken, and no such request was made by any party. Mr. Langsdale's witnesses were then present in the courtroom, and it is out of line, coming at this point.

I make that point.

I make the further point, if Your Honor is interested, it is the practice in the United States Courts here not to enforce that rule, because it slows up the production of proof. When a witness is excused and you are ready for him, then you have to hunt him, and the judges, as a matter of expediency, have discarded that rule.

Trial Examiner Batton: Mr. Tyler?

Mr. Tyler: I join in Mr. Hoppett's position. I think this case is the same as that heard in 1939, and at that time that rule was not in force, and I think it too late to enforce the rule now. I submit it would be improper to enforce the rule at the time when the company and the intervenor expect to put on their testimony, when it has not been enforced heretofore.

Mr. Langsdale: If it please the Examiner, I do not recall whether we had the rule in force during the last hearing or not.

[fol. 3170] Trial Examiner Batten: I am going to follow the practice I have always followed in these hearings. When the matter is brought up as an issue at the beginning of the hearing, and determined at that time, I have on one or two occasions enforced such a rule, but I do not propose to do so now.

Mr. Ingraham: State whether or not at that time any union was making charges against the Donnelly Garment Company.

A. Yes. The I. L. G. W. U. was sending out leaflets [fol. 3171] and giving newspaper interviews, intimating that we had a sweatshop and that working conditions were very bad in our place. They also had representatives at some church meetings to spread the false idea that we had a sweatshop and very bad conditions in our place.

[fol. 3172] By Mr. Ingraham:

Q. Mrs. Reed, did you at any time suggest to any employee that they should or should not join the Loyalty League? A. I did not.

Q. Did you at any time ever suggest to the Loyalty League or any of its officers or members that the Loyalty League should influence employees of the Donnelly Garment Company, so they would not join the ILGWU?

A. I did not.

Q. Did you ever hear of such a thing being done by anybody representing the management? A. I did not.

Q. Did you ever know of any inference that the Loyalty League did influence any employees against joining the ILGWU? A. I did not.

Q. Did you ever suggest or request the Loyalty League, its officers or members to cause the Donnelly Garment Workers' Union to be organized? A. I did not.

Q. Did you ever hear of anything like that being done by any representative of the management? A. No.

Q. Did you ever attend any meeting of the Loyalty League? A. No.

Q. Now what dealings did you have with the Loyalty League?

[fol. 3173] A. I absolutely had no dealings whatever.

Q. Did you ever discuss any matters concerning wages or conditions of employment with the representatives of the Loyalty League?

A. I absolutely had no contact or discussion with them on any subject, with the Loyalty League.

Q. What did you understand that the Loyalty League did do?

A. In a general way, I understood they wanted to refute the charges that had been made about the conditions in our plant.

Q. By whom?

A. Well, by the ILGWU and by other people here. There were a number—it was sort of a movement in the city against sweatshops, and I believe that our girls resented the fact that we were put in the same class as these other shops that were paying \$2.00 and \$3.00 a week wages, and had very bad conditions.

Q. What wages were being paid in the Donnelly shop at that time?

A. I testified in a three judge court to the effect that my work prices were still based upon the price I had made back in the war days, when the very highest wages were paid that were ever being paid in this country, and Mr. Walsh made the point didn't I ever raise, hadn't I raised wages since that time, and I explained to him I had never lowered wages since the high wages paid in the old war [fol. 3174] days. At that time my piece rates were based on a good average operator making \$25.00 a week. We then worked forty-six and a quarter hours a week.

Trial Examiner Batten: Mr. Ingraham, pardon me for the interruption. Have you finished, Mrs. Reed?

A. No, I haven't. We then worked forty-six and a quarter hours a week, but that now we were working our regular week, working forty hours, and that the improvement in my management and the installation of new or modern machinery made it possible in most cases for the same people that made \$25.00 a week, the same class of workers to make the \$25.00 a week, and in the instances where they couldn't, I have increased the week's work prices, so that a good, average operator in my plant has always been able to make \$25.00 a week; and if she was an unusual operator, unusual along the same line of work, they often made \$35.00 a week, and we put into evidence pay rolls that show some of the girls were making \$50.00.

Now, we had operators that were slower, and perhaps didn't have the urge to turn out so much work or the skill to do it, and they made less than \$25.00. I had established, a great many years ago, I think probably in 1919—I am not sure as to the exact year—a minimum of \$15.00 a week, but I expected an operator to make more than that. My piece rates were based, were on a basis where a good operator should make more than that.

[fol. 3175] Trial Examiner Batten: I was going to suggest, Mr. Ingraham, your question, "What were you paying at that time," what time?

Mr. Ingraham: During the spring of 1935, when the I.L.G.W.U. made these charges.

A. Well, it's hard to say, just saying what I was paying, because the majority of our employees are on a piece rate. They make various wages.

By Trial Examiner Batten:

Q. Can you tell us about what the average was, the average operator would make?

A. Well, they make — as I said, a good, average operator makes \$25.00 a week. For a very short time, and I don't remember the exact time, but I remember it was sometime previous to the N.R.A., I had reduced the piece rate, 10 per cent, but that was not kept into effect, I don't think even one season.

Q. Well, then, your answer would be, in substance, that the average operator would make about \$25.00 a week, is that right?

A. My piece rates were based on an average operator making \$25.00 a week.

By Mr. Ingraham:

Q. Mrs. Reed, you have mentioned the N.R.A. hearing. Will you explain what occurred with reference to certain girls that had made charges to the N.R.A. Board?

A. Well, we received a letter from the N.R.A. Board, that was the N.L.R.B. Board, wasn't it?

Q. Yes.

[fol. 3176] A. Yes.

By Trial Examiner Batten:

Q. What was that, N.L.R.B.?

A. Well, the N.R.A.B., the N.R.A. Labor Board, wasn't it?

Mr. Langsdale: Pardon me just a moment. I don't know whether I understood the Examiner or not, regarding you were not going to restrict this testimony in regard to hearsay testimony.

Trial Examiner Batten: Mr. Langsdale, I don't believe I would get technical at this time, this early in the hearing; I don't believe I would get technical now.

Mr. Langsdale: It is evident that the testimony is entirely from hearsay, and I don't know what your ruling will be. I want to know what the Examiner's rulings are. I don't want to be bobbing up here all the time.

Trial Examiner Batten: I would suggest this to all counsel. Any of you who feel the time has arrived that you should make an objection, you should do it. I think that is what your client is paying you for. I don't intend, with this witness, who is the president of the company, to restrict her. Certainly not at the present time. I feel that she is entitled to some latitude.

Mr. Langsdale: I thought I understood you to make that ruling with reference to the Court of Appeals order, that they should not be restricted on what the Court of Appeals said should be taken.

[fol. 3177] Trial Examiner Batten: I don't think I said that.

Mr. Langsdale: What I said is, I understood, I certainly didn't understand you to say that the witness was to give hearsay testimony and conclusions.

Trial Examiner Batten: You are objecting on this ground, hearsay?

Mr. Langsdale: I don't want to be objecting, if the Examiner has got his own ruling, that he has already made up his mind to make.

Trial Examiner Batten: Mr. Langsdale, you don't expect me to anticipate the testimony and rule upon it, do you? I suggest we proceed, and if you have an objection to a line of questioning, you make your objection and I will rule upon it. Do you recall the question?

A. About the — will you please phrase it again?

Trial Examiner Batten: Read the question.

(Question read by the reporter.)

A. We received a letter from the N.R.A. Board, saying that 15 girls had been laid off, and I believe they charged that they had been laid off because of their union activities. Now, before the letter was received by me, eight of these girls had been called back to work. We had, in that summer — I needn't go into reasons — been compelled to lay off 300 people, and sometime during the fall we had called back — I don't remember whether it was 112 or [fol. 3178] perhaps not more than 150; we hadn't called back half of them. I think 112 in that number of the 300 girls had been called back.

By Mr. Ingraham:

Q. Mrs. Reed, you said that you didn't have to — there was no use going into it. Now, why the lay-off occurred. I wish you would state the reason for laying off the 300 employees.

A. Well, back in '31, when the depression was pretty bad, we had the usual extra run of spring orders, and at that time there were so many people out of work, that it was reported to me hundreds of women came to our place

and were turned away every day, and Mrs. Reeves asked me if I wouldn't put some extra machines, and rent an outside place where they could give employment to some of these people. She knew we had more orders than we could possibly fill with our regular factory. As a matter of fact, my entire experience in the spring of the year — I have never been able to fill all my orders in the spring, and I have had to work awfully hard to keep my plant going during the fall of the year.

The way, I usually did, was just let the orders go in the spring, only keeping my plant large enough to keep it going the year around, but this year the pressure was so great to give employment to people, that we finally opened another outside room at the time. I felt that it was to be a great burden on Mrs. Reeves and her assistant to do that, but they seemed to be entirely willing to do it. As a [fol. 3179] matter of fact, Mrs. Reeves had already been out looking for a building, and Mr. Shukert had said he had an unrented building he would let us have, and simply pay rent as we used it, in other words, if we were only able to use it for a month, we wouldn't have to do anything except pay him rent for the time that we used it; so I opened that plant and employed a hundred extra women. That fall we had a rather unusually good business, and by our own girls sharing the work with the newcomers, we were able to keep most of them going during the entire year.

The next spring we had another great number of spring orders and we did the same thing. We put on another hundred machines, and some of those machines I had rented and some of them I had accumulated by having replaced them with special machines or perhaps more up-to-date machines, so in the spring of 1933 we did the same thing all of the time, my old employees sharing the work in the fall. That is, some of them that were able to and had a husband working, or someone else working in the family, they might take off a few extra weeks, and some of them would take off a few days each, so that by sharing the work, they gave everybody some work to do. Now, in the summer of '34, I had a great many trips to Washington, in regard to the N.R.A. It was the classification

they had in mind for my plant, and it would throw practically half of my people out of work.

I spent a great deal of time in Washington. At that [fol. 3180] time I was doing quite a lot of designing myself, and working on the line, and I think that the work suffered. Anyhow, we had a very great slump in our business, so that we had much less fall business than we had had for a long time. There was nothing to do but to lay off this large number of people, which we did.

Now, as soon as we were able to get more business, we started putting them back to work, and as I said before, we put back over a hundred, maybe 125, I don't remember the exact number, but in that number we had put back eight of these 15 that they said had been laid off on account of their union activities. Well, inasmuch as not half of all of the girls had been put back to work,—now I suppose I am showing a conclusion, when I feel that certainly demonstrated that we had no idea of putting anybody back on account of their union activities. I didn't know whether they belonged to a union or didn't, until we got this letter saying these girls had joined, and we didn't get the letter until after eight of them had been put back to work.

Q. Mr. Reed, will you explain what you meant by saying that the N.R.A. would classify you so that half of your — might classify you so that part of your people might be laid off?

Trial Examiner Batten: Well, Mr. Ingraham —

Mr. Ingraham: She mentioned this classification, and I [fol. 3181] thought you wouldn't understand what she meant by that. She said the N.R.A. would classify — might classify the business so that half of the people would be forced to be laid off, and I just want her to answer the question, if she can answer it.

Trial Examiner Batten: You may tell us.

A. They were planning to make a classification that anyone who made merchandise that sold for over — well, they had different amounts at different times — over \$2.95 retail price, one time, or sold it for more than \$3.95 another time, then they went over \$5.95 at the last time.

Now, Mr. Batten, in my field I make a very high class garment; I use unusually good material. I think we make a good garment. We sometimes get a little more money for it. There was a great deal of discussion and a great deal of — well, they had many hearings, how they would classify different people of the dress industry. Now, if they had put me in a classification where I couldn't make anything for or above \$5.95, that would probably cut off a great part of my business for the following fall, which was the most important business to keep my plan of year-around work.

Trial Examiner Batten: The point is, then, Mrs. Reed, they wanted to classify your plant in such a way that it would have meant the closing down of part of your operations?

A. A great part of it, Mr. Batten. May I say this: this was discussed in meetings with General Johnson. General [fol. 3182] Johnson finally sent his administrator and two accountants into my plant, and they spent a week in Kansas City investigating my operation, and they reported to General Johnson that the conditions, the rates of pay and everything in my plant warranted him in making a special code for me which General Johnson did.

Trial Examiner Batten: Mr. Ingraham, do you think we have answered that question?

Mr. Ingraham: Yes, I do. That answers what I wanted.

By Mr. Ingraham:

Q. Mrs. Reed, did you know that any of the 15 girls belonged to the I.L.G.W.U.?

A. I did not, until I got the letter from the Union.

Q. Did you care whether they belonged to the I.L.G.W.U.?

A. I did not and do not.

Q. What was the policy of the company with reference to joining or not joining a labor union?

A. Its policy was that anybody could belong to any union they wanted to. That was their own personal affair.

Q. Had the company employed members of a union?

A. All during my career in business, we had employed, at different times, people who belonged to different unions, and there was never any questions asked, and I think many of them worked there for many years belonging to different unions.

Q. Mrs. Reed, I want to next call your attention to a petition circulated by employees and presented to you. [fol. 3183] When did you learn about that petition?

A. When the two young ladies brought it to my home on the evening of March 2nd.

Q. 1937?

A. Yes.

Q. Had you ever heard of that petition before?

A. I had not.

Q. Did you ask any employee or anyone else to circulate or cause to be circulated such a petition?

A. I did not.

Q. Did the Loyalty League have anything to do with the circulation of the petition to your knowledge?

A. Not to my knowledge, it hadn't.

Q. Did anybody ever say to you the Loyalty League was circulating that petition?

A. They did not.

Q. I want to ask you if you read this newspaper article which is Respondent's Exhibit No. 6?

A. Yes, I read that.

Q. When was that in the paper, with reference to this petition?

A. Well, that was about a week before, this was February 26, 1937.

Q. There had been a previous article in the paper in connection with the union campaign against the Donnelly Company?

A. Yes.

[fol. 3184] Q. When was that?

A. In November, 1936, David Dubinsky gave out an interview, I believe, in Washington, where he was coming out to organize the Middle West, and he was particularly going to give Jim Reed a break.

Q. Was that in the Kansas City paper?

A. Yes.

Q. Will you state what took place when the two girls brought the petition out to your house — strike that, please.

Who were the girls, Mrs. Reed, that brought the petition out?

A. Mary Sprofera, I believe.

Q. Who else?

A. And Inez Warren.

Q. What positions did they hold in the Donnelly Company if you know?

A. They were in the shipping department.

Q. In what capacity?

A. They filed orders, assembled orders in the shipping department.

Q. Did they have any position of authority?

A. No.

Q. With the company?

A. No.

Q. Now, will you just state what took place when they [fol. 3185] came out to the house?

A. They came in and had a paper all rolled up and handed it to me, and I opened it, and they said, "Mrs. Reed, we want you to know how we feel down at the plant," and I opened it up, I opened the petition, and I saw this little heading and I was greatly pleased. They said that I had been very nice to them, and they were thankful for the humane treatment I had given them, and naturally I was quite delighted that a number of my employees would take the trouble to let me know it, especially when so many unpleasant things were being said about me, and untrue things.

Q. Mrs. Reed, did you ask the girls who had signed the petition, or who had not signed the petition?

A. Mr. Ingram, I did not. Those girls only stayed three or four minutes. They had a car waiting for them outside, and I didn't ask them to discuss it. I simply looked at it, and there were a thousand or more names, and I wouldn't be able to know which names were there or which weren't.

Q. Did you ever cause a check to be made to see who had signed the petition and who had not signed it?

A., I did not.

Q. Did you make any further statement to the girls about the petition?

A. I read it and I did say that I was so pleased that I would put it in the cornerstone of the building we were constructing [fol. 3186] templating putting up at that time.

Q. Did you request the girls to obtain the signatures of any other employees that had not signed the petition?

A. I did not.

Q. Did you intend, through any statement that you had made to them, to convey the idea that they should go back and get other employees who had not signed the petition?

A. I did not, I had no idea what names were on there. There were just a number of names, the list had names mostly written in pencil, and I didn't know who was on and who wasn't on. They only stayed a few minutes.

Q. Mrs. Reed, there has been reference made in cross-examination in this hearing, to a photograph in the paper in connection with the girls coming out to your house. Will you explain about that?

[fol. 3187] A. These petitions were rather bulky. I placed them on my living room table, and Roy Roberts came out—

Q. Who was Roy Roberts?

A. He was from the Kansas City Star.

Q. Is he the editor?

A. He is the editor of the Kansas City Star. He came out to talk to Mr. Reed about something else—I don't remember what, but before he left he saw these petitions on the table and remarked about them.

He said, "Why, these are front-page news. Can't we have them in the Star?"

I said, "I don't see any reason why you shouldn't."

He said, "Well, then, I will send a reporter to get pictures, and I would like to have the girls there handing them to you."

I said, "All right."

I don't remember whether it was the next day, or the next day or two, they came out, and the reporter and the photographer took pictures of the girls handing me those petitions.

Q. Did you have the girls come out?

A. Oh, no, I didn't ask them to come out.

Q. How did they happen to be there?

A. I don't remember exactly. I know that Mr. Roberts asked to have them out there, and I said that I would—that it was all right.

[fol. 3188] Q. Mrs. Reed, did you ask that any other employees who had not signed the petitions do so?

A. I did not.

Q. After you received that petition, what was the effect of it on you, with respect to any dealings with the I. L. G. W. U.?

A. When the girls first handed me that petition, I particularly noted they had said they had appreciated my kind treatment, and I was very much delighted with that. Then, I, naturally, that evening looked them over and read the whole thing, the statement, more carefully, and I found they stated in that that they didn't want to have anything to do with any outside union. I felt that when that group of employees, which looked like it was practically all of them, had sent me a statement saying that they didn't want to have anything to do with an outside union, that that was notice to me that I wasn't to get them involved in any outside union and force them into any contracts that a union might try to make me do.

Q. Previous to this time, Mrs. Reed, had there been strikes in Kansas City, with reference to garment companies?

A. Yes. There had been several strikes, and a great deal in the newspaper about them. And particularly about that time there was a very bad strike just a few blocks from our place, the Gernes, Missouri, and Gordon companies here, in a building a very few blocks away from our building.

Q. Had there been other strikes previous to that?

[fol. 3189] A. Yes. There had been strikes over on Broadway. Some of them, the newspapers had said, a great deal of violence had attended. They showed pic-

tures of the police and pickets apparently fighting each other.

Q. State whether or not employers had signed up with the I. L. G. W. U. and forced their employees to join the I. L. G. W. U.

[fol. 3190] Trial Examiner Batten: Do you know of your own knowledge that they had?

Mr. Hogsett: May I say, Mr. Examiner, in this case there is inherently involved the attitude of the employer in this whole subject matter, and thereby and for that reason it becomes competent to show the understanding of the witness, who is president of the employer. In other [fol. 3191] words, the situation is different with this witness, with respect to this class of proof, than it would be with another witness. The mental attitude of the employer is a factor here, and this is the executive head of the employer.

Trial Examiner Batten: Of course, I assume from what Mrs. Reed has said, that that, in substance, was the testimony—that you had heard that that was the practice?

The Witness: Mr. Gernes told me, and Mr. Brand told me. Mr. Brand told me that the union boycotted his merchandise—

Trial Examiner Batten: Now, Mrs. Reed, just a moment. I do not want to get into the whole subject matter.

The Witness: But I believed Mr. Brand, when he told me that. I didn't see any reason why he should have told me otherwise.

[fol. 3192] Trial Examiner Batten: Just a moment, Mrs. Reed.

Will you restate your question, Mr. Ingraham?

By Mr. Ingraham:

Q. Did you understand, Mrs. Reed, that employers had signed up with the I. L. G. W. U. and caused their employees

to become members of that union when they didn't want to? Just answer Yes or No.

A. I did understand that.

[fol. 3193] By Mr. Ingraham:

Q. Did you base your opinion upon information you had received from Mr. Brand and Mr. Gernes? A. I did.

Q. And others? A. Yes.

Q. Mrs. Reed, I want to next direct your attention to a meeting of employees on about March 18, 1937. Did you go to that meeting? A. I did.

Q. How did you learn of such a meeting?

A. A small group of employees came to my office and told me the employees were having a meeting on the second floor to discuss and determine what, if anything, they could do to protect themselves if the I. L. G. W. U. moved in on them like they were on the Gernes, Gordon, and Missouri garment companies, and wouldn't I come down and talk to them and see if I could tell them anything the company was going to do, because they were in a very excited and very bad state of mind. They were frightened about what might happen to them.

I went with that little group down to the meeting.

Q. I will hand you Respondent's Exhibit No. 16, which [fol. 3194] is the front page of the Kansas City Times of the morning of March 18, 1937, and ask you if you saw the pictures that are on the front page of that paper?

A. I did.

By Mr. Ingraham:

Q. Did you see the pictures on the front page of that paper? A. I did.

Q. And did you read the article on the back of the front page? A. I did.

Q. Had there been other articles in the newspapers about the strikes at the Gernes, Gordon, and Missouri plants? A. Yes.

Mr. Ingraham: Respondent offers in evidence Exhibit No. 16.

[fol. 3195] Miss Weyand: If it is offered solely for the purpose of showing what Mrs. Reed saw and read, and what her state of mind was at the time, I have no objection. If it is offered for the proof of the facts that are stated therein, I do object.

Mr. Ingraham: I am limiting it to what Mrs. Reed saw and read in the paper, and what the effect of it was on her state of mind.

Trial Examiner Batten: If there is no objection, it will be received for that purpose.

(Thereupon the portion of newspaper above referred to, previously marked for identification, "Respondent's Exhibit No. 16, Witness Reed," was received in evidence.)

[fol. 3196] By Mr. Ingraham:

Q: Did you have any other knowledge, Mrs. Reed, of the strikes going on at Gernes, Gordon, and Missouri, than what you read in the paper?

A. I heard all of our people discussing them. In going up and down on the elevator there was nothing else talked of. They were constantly asking me how soon I thought they would come. The general conversation at the Donnelly Garment Company was constantly about these strikes up there.

[fol. 3197] Mr. Ingraham: Mrs. Reed, did it come to your knowledge that threats had been made that the I. L. G. W. U. was moving in on the Donnelly Garment Company next?

A. The knowledge of those threats did come to me. Also, that they were—

By Mr. Ingraham:

Q. Mrs. Reed, were those threats the general subject of conversation at the Donnelly Garment plant among the employees? A. They were.

[fol. 3198] Q. And what was the effect of this activity of the I. L. G. W. U. on the employees?

A. They were frightened.

Q. Well, on yourself?

A. On me? I don't like to admit that I was frightened, but I was very much upset. I had a friend in St. Louis, a very dear friend, who is a designer there, and they had torn her clothes off, and she had to spend a day in the back alley hiding.

By Mr. Ingraham:

Q. Mrs. Reed, did you understand that the I. L. G. [fol. 3199] W. U. tore the clothes off of the executives and employees of the company that they were attacking?

A. Yes.

Q. And were you apprehensive that that might be done at the Donnelly plant? A. I was.

Q. Did you have information of a specific case of where that was done? A. I did.

Q. And that was a personal friend of yours? A. Yes.

Q. What was that?

A. The woman who was designer for Ely-Walker, Mrs. Moody, told me, herself, of the experience she had when she tried to go to work. She had nothing to do with the union, she was merely a designer at Ely-Walker's, and when she tried to go into the plant they pulled her clothes off, all of them, to such an extent that she had to go into a back alley and hide until clothes were brought to her.

Miss Weyand: I would like to ask if this evidence is limited to what she understood, and not that such things did occur.

Mr. Hogsett: It is so understood.

Trial Examiner Batten: That is true of this line of questioning, Mr. Hogsett?

[fol. 3200] Mr. Hogsett. Yes. I think that is a fair request of Board's counsel, and that is the way it is.

By Mr. Ingraham:

Q. Did you understand employees of a company in Memphis, Tenn., had had their clothes stripped off of them in a strike of the I. L. G. W. U.?

A. I did.

Trial Examiner Batten. Now, just a moment, Mr. Ingraham. I want to ask you with respect to the court's decision covering the matter of the union's actions in Kansas City—I wonder if you feel that included the actions all over. I rather gathered from reading this that—

Mr. Hogsett. May I make a general observation on that point?

Trial Examiner Batten. Yes.

Mr. Hogsett. I revert and return to the suggestion I made to Your Honor awhile ago, that this case inherently involves the attitude of two groups, one, the employer—the management of the employer, and second, the employees. Now, any facts within the knowledge of either at the time in question, I submit to you, is relevant. Why? Because knowledge of facts, or supposed facts, characterize and give weight to the attitude of those groups.

Now, I will come directly to the point—

Trial Examiner Batten: Well, Mr. Hogsett, I am not disagreeing with your position. I am merely asking Mr. Ingraham—

[fol. 3201] Mr. Hogsett. I am coming to that right now, because it hooks up with this.

Now, if the employer had knowledge of the customary incidents, to use an euphonistic phrase, of the I. L. G. W. U.'s drives, whether those incidents occurred in Kansas City, in Memphis, in St. Louis, in Dallas, or in Minneapolis, or at any other place, I submit that it is relevant. If there is a characteristic set of circumstances accompanying this I. L. G. W. U. regular drive, whether it occurred in latitude Kansas City, or latitude Memphis, or latitude Dallas, or latitude Minneapolis, it is a factor of some value in characterizing the attitude of the employer.

Miss Weyand: Mr. Trial Examiner, I would like to express a disagreement with the position that we are concerned with the attitude of the employer. We are concerned with the objective acts which the employer does which affects its employees.

It is the Board's position in this case that, while the Circuit Court of Appeals has directed that certain evidence

which was offered relating to how and why the employees formed the Donnelly Garment Workers' Union should be in this record, nevertheless the Board believes that insofar as that evidence relates to the mental attitude of the employer, as expressed through subjective evidence, it is immaterial.

The Board, in ordering this hearing, in compliance with the court's remand, is going to allow to be put into the [fol. 3202] record the evidence which the Circuit Court of Appeals has directed. Nevertheless, the Board feels that that evidence, insofar as it concerns attitude, subjective testimony of employees of how and why they felt about something, rather than what they did, is immaterial, for various reasons which I will state later. But in talking about the attitude, I did not want any acquiescence in Mr. Hogsett's statement that the attitude of the employer or employees is believed by the Board to be relevant.

I am, however, willing at this time to have Mrs. Reed continue with the expression of her attitude, reflecting the reasons for what she did.

Mr. Reed: Are we to understand the Board has already prejudged this evidence the court has said shall come in, and instructed their counsel not to give it any consideration, except this limited one? Is that what we are to understand in this hearing?

Miss Weyand: I am stating, as counsel for the Board, in the prosecuting, if you may so term it, capacity of the Board, I wish to make the record that the Board feels that the attitude of the employees is immaterial and that such evidence of subjective attitude is not relevant. However, the Board has agreed to comply with the remand of the court.

The court itself did not state specifically in its opinion or, I believe, by any implication, that the Board must [fol. 3203] necessarily give any large weight. It did say the Board must receive this evidence so that the court could review it.

As to the subjective evidence, the Board, in its prosecuting function, wants it stated in the record that this evidence is not material.

Mr. Reed: I am glad to have that statement, and I want the record to show what counsel has said, and of course it will, which amounts to a declaration that, while the Court of Appeals said they must receive this evidence, they do not propose to consider it and give it weight.

Miss Weyand: I do not acquiesce in Senator Reed's statement.

Trial Examiner Batter: I think the record is very clear on the matter, and that will end it.

[fol. 3204] By Mr. Ingraham:

Q. And did you understand that the same thing had been done in other places?

A. I did.

Q. Where, Mrs. Reed?

A. In Dallas and St. Louis.

Q. What else did they do besides stripping clothes off, as you understood?

A. They threw red pepper in the girls' eyes and put razor blades in the toes of their shoes and kicked the girls on the shins.

Q. What was the condition in Kansas City at the Gernes, Gordon, and Missouri plants at, on or about March 18, 1937?

Mr. Ingraham: With reference to the strikes that were going on.

A. They were at about the worst. The I. L. G. W. U. pickets had taken possession of the hallways and put cots in there to sleep on, and there were constant fights. The girls would go to work in taxicabs, and they were met and handled.

By Mr. Ingraham:

Q. What did they describe the taking possession of the hallways as?

[fol. 3205] A. As a sit-down strike.

Q. How long did they stay in the building, if you know?

A. They stayed in there several days, until the health authorities forced them to move out on account of sanitary conditions.

Q. What effect did those matters have on you, Mrs. Reed?

A. Well, I had been informed and believed that they were going to try to do the same thing to us. We had a similar lobby in our building. I felt so strongly about it, I went down to see the chief of police to see if I couldn't do something to keep that same thing from happening to us, and he didn't give me very much satisfaction. He asked me if there was a way our girls could come and be unloaded on our own property. He said that was a help. But the situation had gotten out of his hand, where they just came up to the sidewalk and had to pass over the sidewalk going into the building. So he suggested that we might rent buses, which we did, from the street railway company. We had buses meet our girls in different parts of the city. We had a private dock in back of the building where we unloaded our girls. And we locked our doors and no one could come in except through a ticket which we gave out to our employees. And we had three or four watchmen in the lobby. It was so bad that I had night and day watchmen at my home, because I had been informed that they were going to "take me for a ride."

[fol. 3206] By Trial Examiner Batten:

Q. Over how long a period of time, Mrs. Reed, did this go on, approximately?

A. Well, it went on, this very bad condition, for a few weeks.

Q. Was that the period during which you had the buses you mentioned?

A. Yes. We kept our buses going for, I think, three or four months.

By Mr. Ingrahan:

Q. How long did you have watchmen at your home?

A. I had watchmen at my home until after we got a temporary injunction against the I. L. G. W. U.

Q. What date was that, do you recall?

A. I don't recall that date.

Mr. Hogsett: May it be agreed that that was July 5, 1937? The record so shows.

The Witness: I believe we had them a little longer than that, but—

Mr. Hogsett: Mr. Langsdale, you know that, don't you?

Mr. Langsdale: I think that is the date the temporary restraining order was issued, July 5, 1937.

Miss Weyand: It is subject to check.

Trial Examiner Batten: It may be understood, if it is found to be incorrect on checking, it may be cleared up.

By Mr. Ingraham:

Q. Mrs. Reed, getting back to the meeting of March [fol. 3207] 18th, did you know in advance of when you were requested to go to that meeting, that the meeting was to be held?

A. I did not. I had been down town shopping with Miss Frances during the afternoon. We were leaving for a short vacation in Florida that night.

Q. Why were you going to Florida, Mrs. Reed?

A. I was going for a very much needed rest.

Q. When did you return to the plant that afternoon?

A. Well, it was quite late in the afternoon. I don't remember whether— It wasn't before 4:30; sometime about that time, probably. I simply stopped in on the way home to see if anything very special had come up that I should take care of before I left.

Q. What occurred, Mrs. Reed, when you did get to your office?

A. I went directly to my office, and in a very few minutes a small group of employees came and asked me if I wouldn't go to this meeting they were having, where they were going to discuss ways and means of protecting themselves against the violence of the I. L. G. W. U.

By Trial Examiner Batten:

Q. Who were in this group, Mrs. Reed?

A. Mr. Batten, I don't know. You know, there are 1,300 people down there, and I don't remember specifically. [fol. 3208] Q. Do you remember any of them?

A. At this moment I don't remember any of them specifically. It seems to me that— Well, I don't remember, right this minute. There were three or four of them. I didn't particularly pay attention, except I simply went down immediately to the meeting. They asked me if I wouldn't tell them—

By Mr. Ingraham:

Q. Mrs. Reed, just a minute. Did they tell you why they wanted you to go to the meeting?

A. Yes. They wanted me to tell these employees what, if anything, we were going to do to help protect them.

Q. Did you then go to the meeting?

A. I did.

Q. Did you take anybody with you to the meeting?

A. I took Miss Frances, my secretary.

Q. Where is your office, Mrs. Reed, in the building?

A. It is in the northwest corner, on the 10th floor.

Q. Do you recall where this meeting was held?

A. Yes. It was on the second floor.

Q. Did the company at that time rent the second floor?

A. No.

Q. What occurred, Mrs. Reed, when you got to the meeting?

A. Someone introduced me, or said they didn't have to introduce me, and said Mrs. Reed would say something to the meeting. I don't remember exactly what they said. I know, as soon as I got there I was given the floor. They [fol. 3209] asked me to discuss or tell them what I was going to do.

Q. Did you make any remarks, Mrs. Reed?

A. I did.

Q. Did you make any statement to the effect that you would close your shop if it was unionized?

A. I did not.

Q. Did you make a remark to the effect that you would not let Dubinsky tell you how to run your business?

A. I did not.

Q. I will show you Respondent's Exhibit No. 12, and—

A. I think that question was, I said, "Dubinsky or any other buttinsky could not tell me what to do."

Q. Did you say that?

A. I did say something to the effect that "Dubinsky or any other buttinsky could not tell me what to do." I don't remember the exact text of it.

Q. Will you look at Respondent's Exhibit No. 12 and see if that refreshes your memory about what you said?

(Witness refers to Respondent's Exhibit No. 12)

A. This is what I said. (Referring to Respondent's Exhibit No. 12)

Q. Did you make any other remarks—

Mr. Langsdale: Pardon me. Is that—

Mr. Ingraham: That is the transcript of Mrs. Reed's speech that Mrs. Strine testified about.

By Mr. Ingraham:

Q. Mrs. Reed, you mentioned in that speech something [fol. 3210] about buses. What was the situation with respect to that?

A. Well, at that time we were negotiating with the street car company to employ buses so that the girls could come to work in the buses, so that they wouldn't have to cross over the sidewalk in getting into the building. The buses were unloaded at our docks in back of the building, on our property.

Q. Did you make any other remarks that are contained in Respondent's Exhibit No. 12 at that meeting?

A. From what I see here (indicating Respondent's Exhibit No. 12), this is what I said; this is the context of it.

Trial Examiner Batten: You had better look it over carefully, Mrs. Reed, if you haven't. The question is, did you say anything other than contained in that document?

The Witness: No. This is just what I said.

Mr. Ingraham: Read it carefully, Mrs. Reed.

The Witness: All right. (Reading Respondent's Exhibit No. 12.)

Mr. Batten, this is exactly what I said at that meeting (indicating Respondent's Exhibit No. 12).

By Mr. Ingraham:

Q. Mrs. Reed, a minute ago you stated that you did say something about Dubinsky not telling you what to do, or something to that effect. What were your exact words?

A. My exact words—I will read them, right here (indicating Respondent's Exhibit No. 12). You can't remember exact words for five years.

(Reading from Respondent's Exhibit No. 12.) "Many of you have been here for a number of years, and you know you have never been asked whether or not you belonged to a union. The company has not discriminated against anyone on that account, and Mr. Dubinsky is not going to make me discriminate against employees because they did not belong to his union."

I still believe that and feel that way.

Q. Mrs. Reed, in that meeting did you read a letter from the I. L. G. W. U. to the company?

A. I did not.

Q. Was there a letter read while you were at that meeting?

A. Not in my presence; not that I heard or knew anything about.

Q. Had the I. L. G. W. U. on or about that time handed out circulars at the plant containing the letter that the I. L. G. W. U. had sent to the company?

A. They did.

[fol. 3212] Q. But, so far as you reading any letter or hearing any letter read, that did not occur?

A. It did not occur and I am sure it did not occur. I certainly would not have been putting over any of Dubinsky's propaganda.

Trial Examiner Batten: You mean at the meeting?

A. At that meeting there would have been no occasion for me to send out his letter. He did it himself later, in several hundred thousands of them, I understand.

Mr. Ingraham: You are referring to circulars he distributed to your customers?

A. He had a circular made of the letter, copy of the letter he sent to me, he had that made and distributed to my employees, shortly after the letter came to me; I don't remember what date. I also know that he tried to put it in the newspaper and they wouldn't put it in.

Mr. Langsdale: I ask that that be stricken out as hearsay.

Trial Examiner Batten: It may be stricken.

By Mr. Ingraham:

Q. Later, did he try distributing a copy of that letter to your customers?

A. He did.

Q. Was that circular, was there on the front page of the circular that was distributed to your customers the language, "We do not patronize Nelly Donnelly?"

[fol. 3213] A. Yes.

Q. We are looking for this exhibit. I think we offered it, and I am sure we did, but we are looking. While we are looking for that circular, I would like, Mrs. Reed, for you to state what you did say, with reference to employees joining or not joining a union. Now, I am referring to that March 18th.

A. Didn't I just read this?

Q. I don't think that you covered everything that you did say when you read it.

A. Do you want me to read the entire paragraph again?

Trial Examiner Batten: All right.

A. "Many of you have been here for a number of years, and you know you have never been asked whether or not you belong to a union. The company has not discriminated against anyone on that account, and Mr. Dubinsky is not going to make me discriminate against employees because they would not belong to his union. If you want to belong, that is your own business, and it is up to you to decide. I will say that neither Dubinsky or any other buttinsky is going to intimidate me or the company into forcing you to join the International Union against your will." Those are still my sentiments.

By Mr. Ingraham:

Q. Mrs. Reed, how long were you at that meeting?

A. Just long enough to talk; as soon as I finished this [fol. 3214] little talk I left. I suppose probably not over 10 minutes.

Q. Did you leave the city that evening?

A. Yes, I went to Florida that night.

Q. How long were you in Florida, approximately how long were you in Florida?

A. I would say a little over two weeks.

Q. Did you have any knowledge, Mrs. Reed,—strike that—

When did you first learn that the employees had organized a union?

A. Miss Todd came to my office,—let me see, I think toward the end of April, the very end of April.

Q. What took place when Miss Todd came to your office?

A. And told me that the employees had formed a union and she wanted to make an appointment with me to meet with their committee so that they could arrange to make a contract.

Q. Now, just a minute. Do you recall how soon, or when Miss Todd stated the employees had organized this union?

A. My remembrance is it was April 27th.

Q. How long before she had this talk with you did she say they organized?

A. A day or so, probably the very next morning, I am sure it was.

Q. Did she make any reference to how many employees were in the union?

A. She told me that they had unanimously voted to [fol. 3215] form the union, and she brought a great number of cards with her to show me they were signed, and she said they had a majority, although I remember, I believe, she said they had a unanimous vote on it.

Q. Did she request you to check the cards?

A. She did, and I turned them over to Miss Frances to check.

Q. And as I understood you to testify, she asked if you would meet with the committee?

A. Yes.

Q. About how long after that was it, before you met with the committee?

A. Well, it was several days.

Q. What occurred at that meeting?

A. Well, this group came up and Miss Todd introduced them to me; most of them I didn't know except having seen them in the elevator, and so I asked them if they wouldn't, each one of them, tell me a little about themselves and how long they had been there, and what department they worked in, and what they did and what they had

done before they came to our place. I felt, if I were going to have to have dealings with them, I would like to know them a little bit. That was the first thing that was done; and then we began. She said they wanted a contract and wanted to talk over with me having this contract, that the girls there felt that they could have a union of their own that would do more for them than any outside union.

[fol. 3216] Anyhow, they had had their meeting, and voted to have one, and they had been informed by their lawyer that was their right, that this Wagner Act had been declared constitutional, and earlier they had discussed something about getting an injunction to protect them from having sit-down strikes in our building, and being kept from coming to work. As they worked along with him, this Wagner Act had been made constitutional; then he had advised them the sensible thing to do was form their own union, and they were of the opinion they could form a union. There were things very nice down there, but there were a number of things they had had as a matter of privilege for a number of years, and if anything happened to me, they didn't know whether they would have them or not. The first thing they wanted, was to make sure of some of these things, as a matter of privilege, as part of the contract. So that, if anything happened to me, they would be assured of having them. We had sick insurance, and I had paid half of it, and they had had paid vacations over a period of 25 years, and of course that was a very unusual thing in a garment industry or in any industry where workers had paid vacations, and particularly piece workers. So they said that the first thing they wanted to do was to make sure they were going to have these privileges, and they were going to be made into rights. Then they seemed to feel it was very important to keep from having unpleasant quarrels, and so forth; they should have [fol. 3217] a closed shop. I always had a little feeling that I wanted to be able to employ anybody that I wanted to, and there was a little discussion about whether I give up that right and they were very insistent they have a closed shop, because if they didn't have, they would probably be having upsets, more or less, and I said well, I would discuss that with Mr. Reed and Mr. Ingraham, and as a matter of fact, we were just talking back and forth about

these paid vacations and sick insurance and paid holidays, and the closed shop, all in a rather general way. I didn't commit myself, but I said, well, for them to get together with their lawyer and get up a contract, and then I would have my lawyers, and we would all discuss it; and we would see what could be done,

Q. Mrs. Reed, do you recall making any remark about industrial peace?

A. Well, I suppose I had been reading that Wagner Act, like everybody else had, and emphasized the fact that closed shops brought on or made for—I don't remember the words of it—anyhow, they made for industrial peace, and I probably did make a remark of that kind.

Jurat Examiner Batten: You felt that from reading it or is that some advice you had received, that the Wagner Act meant that, Mrs. Reed?

A. Well, there was a great deal of discussion, whether the Wagner Act was constitutional or not. After it was [Vol. 3218] declared constitutional, it was a law.

By Mr. Ingraham:

Q. Mrs. Reed, prior to this time do you recall, or prior to the time the plant union was organized, had there been any discussion down at the plant, demonstrations with respect to the girls?

A. Yes, there was a couple of girls that came down one morning with I.L.G.W.U. buttons on, the more I have heard about it the bigger the buttons got; but they must have been a good size, and the girls in the section refused to work there with these two girls.

Q. You were not there that day?

A. No, I was not there.

Q. When did you learn about these demonstrations?

A. Oh, very shortly after it happened, they reported it to me.

Q. And were instructions given, Mrs. Reed, about getting in touch with these girls, these two girls that wore the I.L.G.W.U. buttons?

A. My understanding was that our girls refused to work while they were there, and Mr. Baty was anxious to avoid any unpleasantness.

By Mr. Ingraham:

Q. Yes, did you give any instructions about calling [fol. 3219] these girls back?

A. I said that they should be called back to work when things quieted down a little bit.

Q. And do you know whether or not an attempt was made to get in touch with Sylvia Hull?

A. I was informed by our personnel director she had attempted to call and get in touch with both of those girls.

Mr. Ingraham: Mrs. Reed, did Donnelly Garment or [fol. 3220] anybody representing the management have anything to do with the demonstration that took place on April 23rd, in connection with Sylvia Hull?

A. So far as I know, no one in the management had anything to do with that.

Q. Did you state the attitude of the company with respect to whether or not employees would be discriminated against or discharged because they belonged or did not belong to a union at that time?

A. I emphatically stated in my talk to a group of the employees that it was their affair whether they belonged or whether they did not belong to the union.

Q. Now, Mrs. Reed, I asked you about the meeting at which the employees had formed a union, which occurred about April 27th, 1937. Did you or anybody representing the management, to your knowledge, ever suggest to any person that the employees should form a plant union?

A. To my knowledge they did not.

Q. Did you ever hear of anybody representing the management suggesting or influencing any employees in any way?

[fol. 3221] A. I have not.

Q. Do you know of any contributions that have been made by the company to the Donnelly Workers' Union?

A. I do not.

Q. Did you have anything to do with the employment of Mr. Tyler as attorney for the Donnelly Workers' Union?

A. (I had nothing to do with the employing of Mr. Tyler.

Q. Has the company, to your knowledge, ever paid Mr. Tyler any money for his employment for the Donnelly Garment Workers? A. It has not.

[fol. 3223] By Mr. Ingraham:

Q. Mrs. Reed, you have stated that you met with the group chairman of the Donnelly Garment Workers' Union a week or so after it was organized. Now, when was the next time that you met with the representatives of the Donnelly Garment Workers Union?

A. It was May 27th.

Q. How did you happen to meet with them on that day?

[fol. 3224] A. I was told that they had a contract, and that they had been working on a contract, and had gotten something up that they wanted to discuss with me, and wanted to have a meeting with me.

Q. Let me go back to another matter, just a minute. After the meeting of May 6th, with the group chairman, what occurred? What did you do with reference to their request for further meetings and considerations of a contract which they said they would present?

A. Well, I took this matter up with you, and with Mr. Reed, and discussed with you about the terms of the contract and what we were going to do.

Q. What did you expect them to ask for, just from your talk?

A. Well, I know that they were quite stirred up about the incident of these girls wearing a big button down to work, and making trouble, and they were determined to have a closed shop, and I discussed with you and Mr. Reed about whether that was legal, to have a closed shop agreement.

Q. Did you ask that we look up the law? A. I did.

Q. Getting back, then, to the meeting of May 27th, who representing the Donnelly Garment Workers' Union, requested a conference, if you recall?

A. Well I think Mr. Tyler did.

Q. Do you recall when the meeting took place, what [fol. 3225] time of day?

A. Well, I believe it was in the morning, started in the morning.

Q. What place? A. At my office.

Q. Who was there?

A. Mr. Tyler and Miss Todd and their committee, Mr. Reed and you and Mr. Green, and Mr. Baty, and I believe Mr. Keyes was there.

By Trial Examiner Batten:

Q. Do you recall the other people on the committee, Mrs. Reed?

A. Fred Brown and Jack McConaughey, and Mamie Riddle. Let me see. I have to think of each department, who was representing them. That will help me to remember. The dividers were represented by Miss Sproffs, and I don't remember the other members of the committee right now.

Q. Did the cutters have a representative?

A. Fred Brown would have represented the cutters, and Jack McConaughey the mechanics, and I believe Mamie Riddle the pressers. I don't remember the others.

Q. Do you remember how many were there?

A. I think two or three more.

By Mr. Ingraham:

Q. What occurred at that meeting, Mrs. Reed?

A. Well, Mr. Tyler made a little speech about the union [fol. 3226] and what they wanted in their contract, and read as a document—it was a contract, draft of a contract. Then there was an oral discussion of these privileges becoming rights, and in the discussion with the committee—before I had felt that I should have to make those duties, or put them in a contract, I didn't think they had the right to ask them of me, because they cost me a lot of money, and conditions were pretty uncertain then, and I didn't intend to necessarily withdraw them, but I didn't feel like I wanted to make them a part of the contract. That was brought up and discussed between ourselves then.

Q. What are you referring to as privileges, Mrs. Reed?

A. The vacations with pay and holidays with pay, and my paying part of their sick insurance, group insurance; that was discussed and some of the committee felt very strongly that they should have that. They should have them written in the contract so if anything should happen to me they then would be in no danger of their losing that. They felt, so they said, making this contract, that they shouldn't lose anything they already had, and they ought to be able to get some more things.

Q. Well, what other points were discussed, so far as you recall? A. Well, the minimum wage there.

Q. Did you have an objection to that?

[fol. 3227] A. Well, not to \$15 a week. That is what I had been paying.

Q. Did you object to putting it into a contract?

A. Well, I felt that an actual minimum for everybody that I would have to pay, when the minimum in the trade generally was only \$13 a week, and I didn't feel that I should have to make \$15 the minimum.

Q. An obligation. You had paid that minimum?

A. Yes. I had paid it always, but I didn't know what new restrictions might come up in running the plant and it is a different thing to be doing something from day to day, or sign a two-year contract that you are going to do it.

Q. Mrs. Reed, what was discussed with regard to the closed shop?

A. Well, the closed shop, there was quite a lot of discussion about that. The committee felt that they should have a closed shop, and I thought if we were going to have a union at all, we possibly would be better off in having a closed shop. I didn't want a closed shop in the sense that I didn't have anything to do with employing people, and the contract that we made with the union gives me the privilege, doesn't restrict me from employing anyone I want to. If they work there, I don't remember how many weeks, but a few weeks, they have to join the Donnelly Workers' Union, but the union doesn't select the employees, and I felt at least I had some choice in the matter of selecting my own employees. If I could employ them [fol. 3228] myself, and then the Union—later they could join the Union.

Q. Mrs. Reed, when Mr. Tyler finished reading his proposed contract, and the discussions were finished about it, what did you do then? Did you request Mr. Tyler to do anything?

A. I didn't feel that I ought to sign a contract that was as important as that just right off, with simply listening to someone talk about it, and I suggested that Mr. Reed and Mr. Ingraham and myself take the draft that they had made; or contract they had made, and go to Mr. Reed's office, and let us look it over, and we would meet with Mr.

Tyler and his committee later in the afternoon, and that is what we did.

We went to Mr. Reed's office, and spent several hours in going over this contract.

Mr. Ingraham: Will you identify this document, please, and mark it?

(Thereupon the document above referred to was marked as "Respondent's Exhibit 17, Witness Reed," for identification.)

Mr. Ingraham: Mrs. Reed, I hand you Respondent's Exhibit 17, and ask you to state what part of this document you meant was the proposal of Mr. Tyler?

Mr. Langsdale: Just a moment. Is that a document which was offered in the last hearing?

Mr. Ingraham: No, this is a new document.
[fol. 3229] Mr. Langsdale: You did offer the contract and it was finally accepted in the last hearing?

Mr. Ingraham: We offered the contract that was finally entered into. I don't recall any proposed contract, unless Mr. Tyler offered it. We didn't offer it.

Mr. Langsdale: This is something that we know nothing about up to now, nothing has ever been said about it.

Mr. Ingraham: That's right, I don't mean just that. We haven't offered this before, Mr. Langsdale. This was the draft of a contract that Mr. Tyler presented us with. There has been testimony about what took place at this first meeting, and that a proposed contract was presented.

Mr. Langsdale: You never produced this before.

Mr. Ingraham: No, that's right.

Mr. Hogsett: This particular paper has not heretofore been produced. It has the original work sheets attached to it, and that set of papers has never been produced.

Mr. Langsdale: Now, I object to the offer of it, as it is beyond the scope of this hearing. The contract was entered into and negotiations that took place with reference to that contract were testified to, and testified to fully, and for a number of days, and it is something that has not

been mentioned up to now. Miss Todd and Mr. Brown and the others talked about what they proposed, and what Mrs. Reed said, and it was finally accepted and nothing said about any such document as this until now, and I [fol. 3230] object to it for the reason it isn't within the scope of the hearing as ordered by the Circuit Court of Appeals; and entirely something new, and something that has been gone into fully with the exception of this document which is now produced, three years after the other hearing had been had.

Mr. Ingraham: Mr. Langsdale, at the previous hearing, we offered the contract and it was our theory that when we offered the contract it showed the terms of the contract and the testimony and we had a discussion of those terms, and that was all; that was sufficient, but the Board in its decision seems to think that the negotiations were very important, and at that time it was you that wanted to go into it; and you wanted to know what each person said. Now, we have the principal party from our side here to testify what took place, just in line with what you wanted at the last trial.

[fol. 3231] Mr. Langsdale: We had Mr. Tyler here before, and we had Miss Todd, and all of the people who were supposed to have participated in that, and all of the negotiations that took place were gone into fully.

My position is that this is an afterthought, and I object to it as not being within the scope of the hearing as ordered by the Court of Appeals.

Mr. Hogsett: I might say, because of the very nature of the thing, Miss Todd or Mr. Tyler could not have known or testified to what Senator Reed did in the presence of this witness in interlining, adding to, changing, and in other ways modifying the Tyler draft. Here now, for the first time, with a witness competent to testify to it, is the respondent able to give that to you. We are here with the original document Mr. Tyler gave the company, and this witness, if permitted, will identify this as such, and will identify the interlineations, of which there are many, in that draft, as being in the handwriting of Senator Reed. I submit, nothing could possibly be more competent than this.

[fol. 3233] Trial Examiner Batten: I don't think we need spend any further time on it, except I don't want to exclude other counsel. Have any other counsel anything to say with respect to this? If not, you may proceed, Mr. Ingraham.

By Mr. Ingraham:

Q. Will you state what pages in that document were presented by Mr. Tyler?

A. Pages 1, 2, and 3 were submitted, but the crossing-out and interlining and all of the pencil corrections were made by Mr. Reed.

Q. Well, Mrs. Reed, the pages you are referring to, are they in black type?

A. Yes.

Q. I don't believe you went clear through the document.

Trial Examiner Batten: Now, just a moment, Mr. Ingraham. I notice some slips on the front of that.

Mr. Ingraham: That's right.

Trial Examiner Batten: I would suggest that you have the reporter mark it— It is Exhibit No. 17. She had better mark it 17-A, B, C, and so forth, and then have the witness tell us what pages she is referring to.

Mr. Ingraham: That is right.

(Thereupon the document, previously marked for identification "Respondent's Exhibit No. 17, Witness Reed," was remarked "Respondent's Exhibit No. 17-A to 17-J, inclusive, Witness Reed.")

By Mr. Ingraham:

Q. Mrs. Reed, I hand you Exhibit No. 17-A through J, inclusive, and ask you to state which particular exhibits were submitted by Mr. Tyler.

A. 17-D, 17-E, 17-F, and 17-J.

Q. Now, do you recognize who wrote 17-A?

A. Yes. I wrote that, 17-A, and I wrote 17-B, in pencil writing.

Q. Who wrote 17-C?

A. Mr. Reed dictated that and interlined corrections. 17-G Mr. Reed also dictated, and wrote in pencil corrections. 17-H Mr. Reed dictated. 17-I, pencil writing, I wrote.

Miss Weyand: I believe there are some interlineations on D, E, F, and J.

Mr. Hogsett: The Tyler draft, in other words, was [fol. 3235] interlined.

By Mr. Ingraham:

Q. I will ask you if there are any interlineations on 17-D, and if so, who made them?

A. There are interlineations on 17-D, and they are made by Mr. Reed, in his own handwriting.

Q. Are some lines scratched out?

A. Yes; Mr. Reed also did that.

Q. That is 17,—

Mr. Reed: Read what the interlineation is and what is stricken out, so that the record will show.

Mr. Ingraham: Will you read the paragraph marked "Paragraph 1," and read the way it was as presented and with the interlineation?

Trial Examiner Batten: May I see it?

Mr. Ingraham: Yes, certainly. (Handing exhibit to the Trial Examiner.)

Trial Examiner Batten: Perhaps the Senator would like to have it read in, but it is very obvious what it is. You didn't strike it out sufficiently so that it is unreadable, Senator. Unless you want that entire matter read—

Mr. Reed: This is all I want. I want the record to be clear as to what that document was when it came under my hand and what I did to it. I thought the best way to do would be to read the words that I added and the words that I struck out in that paragraph. Mr. Ingraham asked her to [fol. 3236] read it as Mr. Tyler submitted it, and then to read it as I corrected it.

Trial Examiner Batten: Will you look at it, Senator? It appears to be entirely clear. However, I have no objection. Do you care to look at it?

(Thereupon Exhibit No. 17-A to 17-J, inclusive, was handed to Mr. Reed by Mr. Ingraham.)

Mr. Reed: Now, Mr. Batten, I want this to show in the record, that I interlined those particular words (indicat-

ing on exhibit), and those particular words (indicating on exhibit), and that I struck this out (indicating on exhibit), and said "See slip X," and then what slip X is.

Trial Examiner Batten: Well, we will have Mr. Ingraham proceed.

Mr. Reed: Otherwise it would be bungled up.

Mr. Ingraham: Could I shorten it by this:

By Mr. Ingraham:

Q. Mrs. Reed, every word that is scratched out on Exhibit No. 17-D, was that done by Mr. Reed?

A. Yes, it was. I remember very distinctly that it was.

Q. And the interlineations of new words, were they put in there by Mr. Reed?

A. They were put in by Mr. Reed, in his own handwriting. Where he says, "See slip"—we have the slip.

By Trial Examiner Batten:

Q. The slip is now marked as Respondent's Exhibit—what, Mrs. Reed?

A. Exhibit 17-A.

[fol. 3237] Q. Exhibit 17-A, then, refers to that notation on 17-D?

A. I will see if it does. (Referring to exhibit.)

Yes. The slip, 17-A, refers to the notation "See slip" on 17-D.

By Mr. Ingraham:

Q. I wish you would look at these slips, Mrs. Reed, and see which—

A. That one (indicating) belongs there (indicating). I will see where the other one belongs. (Looking through exhibit.)

The 17-B slip was not incorporated any place. My remembrance is we did not put it in.

Q. Why wasn't it put in, Mrs. Reed?

A. Mr. Reed didn't think it ought to be put in. It was a notation I made.

Q. Was there any objection made in discussing it with the representatives of the union?

A. There was some discussion about everything being absolutely fair.

Mr. Batten, may I just tell you what this slip is?

Trial Examiner Batten: Yes.

The Witness: You will know what it is, but so that we will have it here,— I said, "Nothing in this contract shall prohibit Donnelly Garment Company or Donnelly Garment Sales Company from making money allowances, bonuses, or extra vacations to any employees, the same as heretofore." I was at that time, and still am, giving the Pioneers Club that the employees organized, where they have been at our place over 15 years, and I have given them 3-weeks' vacation instead of 2 weeks.

By Mr. Ingraham:

Q. How long have you done that, Mrs. Reed?

A. Ever since it was organized. It was organized a number of years ago.

Q. Long before this contract was drawn up?

A. Oh, yes, long before this.

By Trial Examiner Batten:

Q. So, the purpose of your making that was to retain that; is that right?

A. Yes. I had a plan in my manufacturing that, if an operator fell down a lot in her work, in her earnings, I would make up to her a certain amount of that. Very often it wasn't her own fault, or it was new work, or bad cutting, or for different reasons. Now, the \$15.00 a week didn't always take care of that, because sometimes the girl who was in the habit of making \$30.00 a week might fall down to \$20.00, and then I felt that I ought to do something for her. I had done it through the years, and I hated to give up some of these things—

Q. In other words, you wanted to retain some of these special privileges?

A. Yes.

Q. And you wrote this for the purpose of incorporating it in the contract?

[fol. 3239] A. Yes. And I think Mr. Reed thought it was very foolish. Anyway, I didn't put it in. But this was a part of what we were writing, and when we found this document, this was with it, and to have it complete we have it in here.

I do not want to be understood that I made those allowances because I favored any particular person. It was a policy I had that—

Trial Examiner Batten: Well, I don't think there is any charge of that kind here.

The Witness: Well, when you have piece-workers to deal with, sometimes you have things like that.

By Mr. Ingraham:

Q. Now, Mrs. Reed, Respondent's Exhibit No. 17-C, will you state where that went into the Tyler contract?

A. Well, that would go in the first part, 17-D.

Q. Did it take the place of the paragraph marked "Paragraph 1" in Respondent's Exhibit No. 17-D?

A. Yes.

Q. Will you state what change was made?

A. The main change was that it took into consideration both the Donnelly Garment Sales Company and the Donnelly Garment Company. That was the particular point in the paragraph. 17-C took the place of part 1 in 17-D.

Q. Mrs. Reed, beginning with the paragraph marked [fol. 3240] (4) on Respondent's Exhibit No. 17-D, and continuing over on Respondent's Exhibit No. 17-E, were changes made in that paragraph?

A. Yes, there were changes made in that.

By Mr. Ingraham:

Q. What were they? Read the paragraph as Mr. Tyler presented it, and then read it with the changes that Mr. Reed made.

A. (Reading) "The employer recognizes the election—" This is as Mr. Tyler had it: "The employer recognizes the election of a committee to represent the union by the union and agrees to negotiate and deal with such committee in regard to conditions of employees and all matters properly within the jurisdiction of such committee."

Now, Mr. Reed changed that to read:

"The employer recognizes the election of a committee of the union to represent it and agrees to further negotiate

and deal with such committee in regard to the working conditions, wages, and hours of labor of employees, and all other matters properly within the jurisdiction of such committee."

Q. Do you recall, Mrs. Reed, whether I made a suggested further change in that paragraph?

A. I remember your making the suggestion that any [fol. 3241] one on that committee would have to have worked at the company a year before they would go on the committee—before they be elected on the committee.

Q. Now, take the paragraph marked "(7)" of Respondent's Exhibit 17-E. Will you read what changes were made in that paragraph?

A. As was written by Mr. Tyler, No. (7), "Complaints And Grievances: Any employee considering himself or herself unjustly disciplined or unjustly treated shall have the right to present such matter to the committee elected to handle the affairs of this union, and such committee by a majority vote may elect to take the matter in question up with the employer for the purpose of securing redress for any proper grievance or injustice which the committee may believe to exist. Nothing in this agreement, however, shall prevent any employee from taking up any matter of dissatisfaction directly with his or her immediate superior, in substitution for or in addition to, presenting such complaint to the committee representing the union."

Now, Mr. Reed changed this to read—No. (7):

"Complaints And Grievances: Any employee considering himself or herself unjustly disciplined or unjustly treated shall have the right to present such matter to the duly authorized committee of this union, and such committee by a majority vote may elect to take the matter in [fol. 3242] question up with the employer for the purpose of securing redress for any proper grievance or injustice which the committee may believe to exist. Nothing in this agreement, however, shall prevent any employee from taking up any matter of dissatisfaction directly with his or her immediate superior or the managerial officers of the

company, in substitution for or in addition to, presenting such complaint to the committee representing the union."

Mr. Reed inserted "... or the managerial officers of the company ..."

Q. Now, in referring to paragraph (9) on Respondent's Exhibit No. 17-E, how is that paragraph marked?

A. That paragraph is marked out.

Q. How about the next—

Mr. Reed. What is the paragraph that is marked out?

The Witness: "Closed shop."

By Mr. Ingraham:

Q. The continuation of that paragraph (9), contained on Exhibit No. 17-F, is that marked out?

A. That is also marked out.

Q. Who marked it out?

A. Mr. Reed did.

Q. Were you present when Mr. Reed discussed the matter with me and we decided upon what we would do when we conferred with Mr. Tyler?

A. I was.

[fol. 3243] Q. Were we then to sit down and discuss the closed shop provision with Mr. Tyler?

A. Yes.

Mr. Ingraham: To shorten this I am only referring to the paragraphs that have considerable changes made in them.

Q. Now, calling your attention to paragraph (12) on Respondent's Exhibit No. 17-F, how is that paragraph marked?

A. That is also scratched out.

Q. By whom?

A. By Mr. Reed.

Mr. Reed: What does it refer to?

A. Strikes. That paragraph ends on Exhibit No. 17-J, and that is also scratched out.

By Mr. Ingraham:

Q. Now, what was inserted in place of paragraph (12), and by whom?

A. By Mr. Reed. He dictated paragraph (12) with regard to strikes.

Q. Read that, Mrs. Reed, as changed by Mr. Reed.

A. (Reading) "Strikes, lockouts, and arbitration." That is the way he headed it, instead of just "Strikes." "The union agrees that it will not call or instigate or support any strikes during the period of any wage scale adopted in conformity with or in furtherance of this contract, and the employer agrees that so long as the union faithfully keeps its part of this contract there will be no [fol. 3244] lockout of employees by the company."

"It is further agreed that in the event the union and the employer are unable to agree with reference to any matter of dispute, that the question in dispute shall be submitted to a board of arbitration; one to be chosen by the union, one by the employer, and the third by the two above referred to, and if the two cannot agree as to the third arbitrator, then such third member shall be chosen by a judge of the United States District Court for this district. And it is further agreed between the parties that during the time of such negotiations or such arbitration there shall be neither a strike nor a lockout, and the parties hereto agree to accept and abide by any decision made by a majority of such board of arbitrators."

Q. Did Mr. Tyler's proposal contain any provision for arbitration?

A. No, it did not. That is what Mr. Reed thought was very necessary to have in there.

[fol. 3245] - By Mr. Ingraham:

Q. That paragraph contained Respondent's Exhibit 17-II, dictated by Mr. Reed?

A. It was.

Q. What does it relate to, Mrs. Reed?

A. To the right to reduce the number of employees in accordance with the judgment as to business requirements, and discharge any employees whose services are unsatisfactory to the company for any reason, which the employer shall deem sufficient.

Q. Did Mr. Tyler have anything to do with that?

A. No.

Q. Did he have anything like that?

A. My remembrance is he hadn't.

Q. Mrs. Reed, the papers with the blue ribbon on them were written in Senator Reed's office, were they not?

A. They were.

Q. And the papers with black ribbon were the papers that Mr. Tyler presented?

A. Yes.

Q. What changes were made on 17-J?

A. Well, they are in regard to vacations, No. 13 was scratched out; do you want me to read this notation?

Q. Yes, 17-I, yes.

A. "Vacations and employees after six months' consecutive employment at regular pay shall be entitled to one [fol. 3246] week's paid vacation, and after two years of such, same shall have two weeks vacation with pay each year."

Q. In whose handwriting is that 17-I?

A. Mine.

Q. Mrs. Reed, how long did Senator and you and myself go over this proposed contract of Mr. Tyler's?

A. Well, the greater part of the day after we had met with Mr. Tyler and the committee in the morning, and we went to Mr. Reed's office and had lunch, that is, we worked a while and then we had lunch, and we kept on going until late in the afternoon, and then we met with Mr. Tyler. I don't remember, but I know it was late in the afternoon, because we didn't get home until very late that evening.

[fol. 3247]. Q. And were these proposed changes then discussed with Mr. Tyler?

A. Very much, yes, each one of them were.

Q. And did Mr. Tyler disagree about certain changes in the language that were proposed?

A. He did.

Q. And finally did we agree on a form of contract that was then written up?

A. Yes, we did.

Trial Examiner Batten: I don't remember, Mr. Ingraham. Was the contract prepared that day, and signed, or was it later?

Mr. Ingraham: Yes, it was prepared late that afternoon and signed.

By Mr. Ingraham:

Q. Now, Mrs. Reed, you refer to being at Senator Reed's office and having lunch. Was lunch sent in that day?

A. Yes.

Q. And we continued working on this draft of contract?

A. Yes.

Mr. Ingraham: Well, I now offer in evidence Respondent's Exhibit 17-A, B, C, D, E, F, G, I, and J.

Trial Examiner Batten: There is no objection. It will be received.

[fol. 3248] (The documents heretofore marked "Respondent's Exhibits 17-A to J inclusive, Witness Reed," for identification, were received in evidence.)

By Mr. Ingraham:

Q. I think this question has been answered, but I am going to ask it again, Mrs. Reed. Were all the changes that were made on Respondent's Exhibit 17-D and J, — wait a minute — D, E, F and J; made by Mr. Reed?

A. They were all made by Mr. Reed in my presence, in his handwriting, and the dictation on these was all made by Mr. Reed, and corrected.

Q. Who wrote the writing on Respondent's Exhibits A and B; 17-A and B?

A. I did.

Q. Who wrote the writing on Respondent's Exhibit 17-I?

A. I did.

Q. And who dictated Respondent's Exhibit 17-C?

Trial Examiner Batten: Mr. Ingraham, I have no objection to going over that, but I have a note in which I made a notation after you made the same question on each one of those exhibits.

Mr. Ingraham: This finishes it.

By Mr. Ingraham:

Q. Who did dictate the writing that is on 17-C, G, and H?

A. Mr. Reed.

Q. And the pencil notations that were made were made by whom?

A. By me.

[fol. 3249] Q. No, on the last 17-C, G and H?

A. Pencil notations, by Mr. Reed.

Q. Mrs. Reed, after this, or after the agreement was entered into with the union on May 27th 1937, what next was done in connection with the working agreement?

A. Well —

Q. (Interrupting) Or wage agreement, I mean.

A. This first contract did not include any provision for wage scales, wages other than a minimum, and so during the following month there were discussions and meetings and thinking about what those scales would be, because they told us this was just an agreement with the union, and they wanted a scale of wages and more detailed contract, which would be worked out a little later.

Trial Examiner Batten: As I recall, Mr. Ingraham, wasn't there introduced in the prior hearing a supplemental contract?

Mr. Ingraham: Yes. That is what Mrs. Reed is referring to.

By Mr. Ingraham:

Q. Was there a meeting with Mr. Tyler in connection with that?

A. Yes.

Q. Who was present in addition to Mr. Tyler at those meetings?

A. Well, usually Miss Todd and usually the committee.

Q. Do you recall where most of those meetings were held?

[fol. 3250] A. Well, in Mr. Tyler's office. I know I went over to his office several times.

Q. And have you been requested to go there by the committee? A. I have been.

Q. Mrs. Reed, in connection with this contract, dated May 27th, 1937, and the supplemental contract that was entered into on June 22nd, was the union pushing the making of those contracts?

A. Yes, they were. They wanted to get the contracts made, and get something definite settled about them.

Q. Was there a controversy about what the minimum would be in the supplemental agreement?

A. Yes. I had a minimum of \$15 a week for a number of years, and Mr. Tyler and some of his committee wanted an actual minimum of \$16.50, and I thought at the time and under the circumstances, what other contracts had as minimums, that that \$16.50 was a little high for a bundle boy and beginners, and everybody, and I didn't want to give it. That was one of the last things I did, and I remember Mr. Reed saying, "Go ahead. You have to give up something in these contracts, whenever you make an agreement, and let's get it finished up," and I said, "All right."

Q. Was there considerable work on the various classifications that was contained in this supplemental agreement? A. Yes.

[fol. 3251] By Mr. Ingraham:

Q. Mrs. Reed, I will hand you Board's Exhibit 7, and ask you to state if that was a supplemental contract that was entered into between the Donnelly Garment Company and the Donnelly Workers' Union?

A. That is the wage agreement.

Q. Mrs. Reed, I notice that it provides for various classifications? A. Yes.

Q. And each classification has a sub-division with minimums? A. Yes.

Q. How much time was spent in arriving at the different classifications as provided for?

A. They were worked on every day after the 27th until the 22nd, when the agreement was signed.

Q. 22nd of what month?

A. June; and in between that time a very great amount of time was spent to get those classifications.

Q. Did you have various people working at the plant on getting the figures that would be necessary for you to have before these classifications would be made?

[fol. 3252] A. Yes.

Q. Then on June 22nd—strike that.

Prior to the time that the contract was actually executed, had these various classifications been taken up and discussed with Mr. Tyler and the union committee?

A. They had.

Q. Do you have any idea how many meetings were held in connection with this contract?

A. Well, I had so many meetings with so many different people making up this contract I couldn't tell you about, there was hardly a day that went by that I didn't have some sort of a meeting with either Miss Todd or with Mr. Tyler, or with the committee, or some of them altogether; sometimes, Miss Todd herself would come up and get notations as the work progressed.

Q. By the way, Mrs. Reed, referring back to the date of the formation of the Donnelly Garment Workers' Union, which was April 27th, 1937, do you recall the meeting with any group of employees on the morning of the day the Union was formed, or a few days preceding, having a meeting with these employees in your private office?

A. I don't remember of just before the union was formed.

Q. There has been testimony in the record that before the union was formed that a group of employees—

A. (Interrupting) Came in my office?

[fol. 3253] Q. (Continuing) Came in your office?

A. No, there was no group of employees that came up there a few days before the union was formed.

Q. Or on the morning of the day the union was formed?

A. No, there was not.

Q. Did you discuss the formation of the union with any employee of the plant? A. I did not.

Q. Mrs. Reed, is there a check-off agreement with the Donnelly Garment Workers' Union at the present time?

A. At the present time the dues are, I believe, collected by the company.

Q. Do you know who authorized the company to pay the dues of the individuals to the union?

A. Well, I know that they brought signed cards to us saying the girls had asked to have that, their dues to be paid taken out of their pay just like their half of the insurance, because they said it was so much trouble to pay their dues to the union, to have the change; and so they

asked us to do that, to pay that; but the girls themselves signed cards requesting that we do that.

Q. Do you know whether or not Mr. Ingraham refused to agree to a check-off system unless the individual employees requested the company to deduct their dues?

A. I know he did and it was not deducted in the first [fol. 3254] place, and there were two reasons we didn't want to do it, so much work and so much bother, and Mr. Ingraham then did not approve of it, and said we had no right to do it unless the particular person asked them to have it done. I think we didn't do it the first few months. That is my remembrance.

Q. Mrs. Regd, what has been the situation with the Donnelly Garment Company with respect to permitting employees to use the telephone?

A. They have always used the telephone and still do.

Q. Have you made any changes since the union, the Donnelly Workers' Union, was organized, with respect to the use of the telephone? A. No.

Q. What has been the custom of the company with respect to permitting the employees to use the equipment of the company after working hours?

A. Well, we have always been generous along that line. We have never made any rule that there was no equipment to be used, and it has always been understood, so long as they didn't abuse it, they could use anything that would be convenient to them.

Q. What has occurred with respect to permitting employees to use sewing machines?

A. They used our sewing machines for a great number of years, until this wage and hour law has made it so [fol. 3255] important, that you have to have to pay overtime for someone doing some work on their own; we allowed the girls to stay a little while and sometimes they made dresses for their children, and some of them made dresses for themselves.

By Trial Examiner Batten:

Q. You can't do that now?

A. No. You see, now, if your card shows a person has worked any longer hours—

Q. They might punch the card out and come back to the machine?

A. My understanding is, it is our responsibility to get them out of the building, and I am just saying what I am told is the law on this, and so we make our girls go down into the lobby and wait for their rides now, because the men that have come to check us up have said that if the girls are in the building it is our responsibility.

Naturally we have, or are now in the last year or so, since we have learned what the attitude of the Wage and Hour people is, about it, we have gotten a little tighter about it. We still allow people to use the telephone. If a girl uses a typewriter, a stenographer uses a typewriter to write her own letters, and she does it in working hours, we don't have any system of finding out whether she does, and we never made it a point to forbid her to do it. See, we have grown from a very small business and a very personal basis, and people doing favors back and forth, and I have been closely associated with that business myself, [fol. 3256] and I have found little imposition from any employees, so they have grown up, sort of, with a feeling that it didn't hurt me any for them to use the machines, and I wouldn't mind if they did.

Q. You feel then, the law has made you change? 6

A. I feel the law has made it so that I have to be sure I won't have to pay over-time.

Q. For making their own dresses? A. Yes.

By Mr. Ingraham:

Q. Mrs. Reed, isn't it true the Wage and Hour people advised you that on rest periods, the girls—

A. (Interrupting) I would have to pay over-time.

Q. (Continuing) If they had to work over-time, over the eight hours, even if they weren't working, you would have to pay over-time?

Trial Examiner Battens: Is there any issue on that particular point?

Mr. Ingraham: No.

A. I am just saying there has been a change made, and we are just a little more careful that people don't stay in the building after hours now.

By Mr. Ingraham:

Q. Mrs. Reed, what has been the custom in permitting employees to pass notes through the sections?

A. They have always done it.

Q. That has always been true, carrying notes from one [fol. 3257] section to the other by bundle boys?

A. Yes, if the boy was going that way. Nobody ever said that they shouldn't have done it.

Q. Do you have any knowledge of the Donnelly Garment Workers' Union sending notices through the plant by bundle boys, or through the sections?

A. It didn't come to my attention.

Q. Have you paid any attention, or required the employees to stop using, say, a typewriter, after working hours, writing something personal for themselves?

A. No.

Q. If the Donnelly Garment Workers' Union sent notices by a bundle boy, or used the telephone, was that anything different than the employees had been doing for a number of years? A. It was not.

Q. Mrs. Reed, what has been the custom with respect to permitting time workers to take off time?

A. Until the Wage and Hour law forced us to put in time clocks, we didn't have time clocks for week workers. We expected them to do their work, and if a girl wanted to have her hair done early in the morning, and she had a little extra work to do after hours, that delayed her, she did it, and it was understood that it was a privilege, and it [fol. 3258] wasn't done so much that it discommoded anybody. If a girl was going to be off a couple of hours in the morning, she would be sure that no one was being discommoded by her absence, and that she wasn't holding up any work that was expected of her, and to take an extra half hour off at lunch or be off half a day was not anything out of the ordinary. As far as I know, no one was ever docked for it, that is the ordinary term.

Q. Mrs. Reed, have the employees been permitted to use the bulletin board for notices?

A. As long as we have had bulletin boards, at least, the Athletic Association and some groups, they have had a little organization in each section, had a little organization of their own, and they would have dinners and meetings at different times, and they used that bulletin board for that.

Q. Was that prior to the time the Donnelly Garment Workers' Union was formed?

A. Yes, as long as we had had bulletin boards, and I don't know how long we had them, about 15 years, I think.

Q. Mrs. Reed, was Rose Todd an employee who had any authority to speak for the management? A. She did not.

[fol. 3259] Q. Do you recall what work she was doing when she was last employed by the company?

A. Yes. She went into the different sections to see if they had sufficient thread and findings to complete their bundles, if there had been any errors made in sending down the proper amount of findings, so that the merchandise could go out promptly. That was her real job. Anything she found they were wanting in the section, she would go back to the notions department or thread department and send it down.

Q. She is not working for the company now, is she?

A. No.

Q. Do you recall her leaving the company 8 or 10 years ago? A. Yes.

Q. Do you recall her coming back to work for the company? A. Yes.

Q. Do you recall what position she held when she came back? A. Well, she just did odd jobs.

Q. Was she willing to come back and take any kind of work? A. Yes.

Q. Was there work for her in her old job when she came back?

A. No. Someone had been put in her place.

Q. Was she told she would have to take what was there? A. Yes.

By Trial Examiner Batten:

Q. What was her old job?

A. She had assisted in making piecework prices.

[fol. 3260] Q. When she was there the first time?

A. Yes.

By Mr. Ingraham:

Q. Do you recall how long she was gone?

A. I think two or three years. I am not sure.

Q. Was that approximately back in 1932, or—

A. She came back along in 1932 or 1933.

Q. Did she come back at lower wages?

A. Yes, she did.

Q. Do you recall how much lower?

A. She came back at \$25.00 a week. I don't recall what she got when she left; something like \$40.00, I believe.

Q. Now, Mrs. Reed, when Rose came back did she have any ability with respect to hiring or firing or disciplining any employees? A. Absolutely none whatever.

Q. Was there anybody over whom she was boss in any way? A. No.

Q. This work you say she did, findings work, did she have assistance in doing that?

A. She did it herself. She went all through the plant, because here and there the work would be held up because the right colored thread didn't come down, or there should have been 100 yards of pleating and maybe only 90 yards came, and the operators and the instructor would be busy, and they would throw it aside, and sometimes whole cuts of [fol. 3261] work would be held up for some small thing, and it wouldn't always be reported promptly, so her job was to go through and see if there was any work piling up that needed something to put it through, and then she would go back and get that or report it to the girl who sent out the findings. She had no one assisting her. She was in no place of responsibility, except to see that these trimmings and findings would be sent down to the section so that the work could go on through.

Trial Examiner Batten: Who was her boss, Mrs. Reed?

A. Mr. Baty had charge of the factory, so she was under Mr. Baty.

By Mr. Ingraham:

Q. Did you ever discuss with Rose Todd the formation of the Donnelly Garment Workers' Union?

A. I did not.

Q. Did you ever have any discussion with Miss Todd with reference to the Loyalty League?

A. I did not.

Q. What position did Hobart Atherton hold with the company in 1937?

A. He was in the maintenance department.

Q. What is that department?

A. Well, it is the maintenance department. They take care of the machinery and repair it, and if there are cutting tables to be cleaned or scraped or put in order, the maintenance department has that.

[fol. 3262] Q. Did he have any authority to speak for the management in connection with anything?

A. He did not. He was actually a worker in the department, doing the work himself, part of it; there were other workers in the department.

Q. Was he a boss in the department? A. He was not.

Q. Did you ever suggest or request Mr. Atherton to form or to become a member of the Donnelly Garment Workers' Union? A. I did not.

Q. Did you ever ask him to influence any employees to join that union? A. I did not.

Q. Did you ever suggest or ask that he influence any employee against joining the I. L. G. W. U.? A. I did not.

Q. Mrs. Reed, after you had taken over the management of the business, who was in charge of the production end of the business?

A. Mrs. Reeves had been my general assistant and eventually took over practically the complete management [fol. 3263] of the plant. She also was assisting me with the merchandising, and when I took over the complete management of the business in 1932, Mrs. Reeves—more of the responsibility of the merchandising fell on her.

Q. What do you mean by "merchandising," Mrs. Reed?

A. Well, I mean by "merchandising"—it isn't only buying merchandise. As a matter of fact, she doesn't do so much buying. You plan and see that you have enough merchandise to take care of your orders, and not too much. We have a New York office where the real purchasing is done.

By Trial Examiner Batten:

Q. Do you mean planning?

A. No. The purchasing is done in New York,—

Q. I mean, Mrs. Reeves.

A. Yes, it would be planning of the merchandising and how much we need.

By Mr. Ingraham:

Q. Will you briefly describe the different departments? You have mentioned planning. What did the planning consist of?

A. I don't know what you mean, Mr. Ingraham.

Q. Is there a designing department? A. Oh yes.

Trial Examiner Batten: You are speaking of now, or as of that time?

Mr. Ingraham: As of that time.

The Witness: As of what time?

[fol. 3264] Mr. Ingraham: When Mrs. Reeves was in charge of production and merchandising both.

A. Well, the business is run with a designing department, and the planning department, as far as the planning of the merchandise, the production of the merchandise—

Q. Let me put it this way, Mrs. Reed: What are the various steps that take place in making a dress from the raw material, up to the finished garment?

A. The merchandise is bought in the New York office and is selected after consultation with the head designer and myself, when I was available, and the head of the New York Office, and also Mrs. Reeves, and then the model is designed in the designing department and the patterns are made. One perfect pattern, supposedly— A perfect pattern is made, size 14, from which the samples are made.

Then, we have a production planning department that takes the garment and works out the best way of producing that in volume, down to the detail of just what operation comes first, and the sequence of the operations, and very often notes of how to do that operation.

Then, in the pattern department the perfect pattern is made for a size 14, from which the samples are made. Then, that pattern is made as a basis to grade up to larger sizes, some of them 44, and some of them down to size 10. Those patterns are made, they are marked in, and the [fol. 3265] perforations, we call it, is made, and that goes to the cutting department.

Now, with Mrs. Reeves, in the merchandising department, the orders are assembled, and each day a report

comes as to what particular models are selling, and how many.

We do not cut just the orders. We often start production even before our men go on the road. So, by consultation we decide on which numbers we are going to sell enough quantity of to start production on. That work was *originally done by myself, and Mrs. Reeves assisted me in it.*

The cutting cards then go from this merchandise planning department—Mrs. Reeve's department—the cutting cards go to the cutting department, showing how many dozens they want cut of a certain number, and of what sizes and what colors, and then that merchandise is divided and bundled right in the cutting department, at least on the same floor. Then it is taken by what we call bundle boys, in big baskets, to the sewing floors.

Q. Are directions sent along, Mrs. Reed, for sewing?

A. From the planning department—that is run in connection with the designing and pattern department, on the same floor—the complete directions are sent to the sewing department, and a factory sample of the garment. These directions are typewritten and sent to the instructor for the models she is going to make in her section.

Q. Do those instructions tell the operator just how the [fol. 3266] garment is to be made?

A. Yes. The instructions have typewritten what is in an operation. Perhaps the pockets are to be made first, and they will come in separate bundles; and perhaps the sleeves will be in separate bundles, because they have some special work on them. This instruction to the instructor is very definite and very complete, as to just how the garment is to be put together, telling her how is the best way to put it together. We have worked that out before it goes to the factory.

Then, if there is anything new, anything that is not the same thing the girl has done before, the instructor sits down at the machine and she sews a few of whatever the operation is. She sews that, for the girls to see how it is done. Of course, there are some operations that the instructor does not sit down and sew, because it is the same thing on every garment—a side seam, for instance; practically every garment that goes through has the same kind

of seams in it. Or maybe hemming; if it is the same kind ~~of~~ a hem you use on 99 percent of the garments, the instructor does not sit down and show the operator how to hem, she knows how to do that herself. But on all of the new points on the garment, the instructor sits at the machine and shows the operator how to do it.

Q. When Mrs. Reeves took charge of the factory, how long did she continue in that position?

A. Well, until 1935.

[fol. 3267] Q. What was the reason then for making a change?

A. Well, by 1935 our business had grown and my responsibilities had grown in managing the business, and I felt that Mrs. Reeves's entire time should be given to the merchandising, so I turned over to Mr. Baty the management of the plant—

By Trial Examiner Batten:

Q. By "the plant," you mean the manufacturing and production? A. Yes.

Q. Does that include the maintenance work also, or—

A. Yes, that included, in a general way, the maintenance.

Q. I mean, it included everything in the so-called plant; is that what you mean? A. Yes.

Q. Where there was any manufacturing done, or shipping—

A. No, not shipping. The shipping is run from the office.

Q. Separately?

A. Yes. The shipping is always managed from the office.

[fol. 3268] Mr. Ingraham: Mrs. Reed, when Mr. Baty became production manager, were any changes made in the authority given instructors?

A. Yes.

By Mr. Ingraham:

Q. What was the reason?

[fol. 3269] A. I had sat through all of the testimony in the N. R. A., and it was charged time and again that the instructors had favorites and discriminated, and it occurred to me that if I would put the authority in one person who would not be in such close contact with the operators, it would be better. This was the first time in the history of my business that I had anyone in charge of the plant that didn't have numerous other jobs to do—other responsibilities. Originally, I had been in charge of my plant myself. I had done all of my own buying, designing, and some selling, and a great many other things, and, naturally, only had limited time to spend in the plant. Then, when Mrs. Reeves assisted me and eventually took over the production management, she was in the same position. She had to manage the plant, but she also had this merchandising to do. So when I thought she had too much to do I gave her the merchandising and gave Mr. Baty the plant to run, with nothing else to do, and I expected him to spend his time in the plant. He had already been in there as Mrs. Reeves's assistant for some time. We had a very good system of cards—of keeping records of the operators, their work, and I felt very sure that he could take that over, and we would relieve the instructors of responsibility they had had of settling differences and acting on their own in anything that came up with the operators that they had had in the past. One reason was, Mrs. Reeves didn't have time to settle them herself. And they [fol. 3270] had, naturally, taken on a certain amount of authority, both with my running the plant and Mrs. Reeves's running the plant.

When I talked with Mr. Baty about running it, we discussed these charges that had been made in the N. R. A. about the instructors not being fair to this one and that one, and I felt he could take it over. And as far as the work was concerned, the instructor would still sit down and show a girl how to do her operation, if she needed to. She would still know what kind of work she would give to the different operators. As far as putting the work through, it seemed that that would be a very possible thing to do.

So, when I put Mr. Baty in there, whether it was a wise thing or the right thing, I did give him the whole authority

and expected him to take care of any differences that came up about the instructors, and to relieve the instructors of the authority that had caused the discussion in the N. R. A. case.

Q. Mrs. Reed, what authority did an instructor have when Elizabeth Reeves was in charge of the plant?

A. I think Mrs. Reeves consulted with— I think an instructor would say whether or not, if work was low, a girl would be laid off, or whether she would be transferred to another section.

Q. Was she consulted in connection with discharging?
[fol. 3271] A. Yes, she was. She was consulted at that time.

Q. Mrs. Reed, was that authority taken away when Mr. Baty was put in charge of the plant?

A. Yes, it was.

Q. How many employees were there in the factory that were under Mr. Baty when he first went in?

A. Well, when he took that over in July—I think he took it over in July, 1935—he had approximately 500 people, maybe a few more.

Q. Were some of those people time-workers?

A. Yes, some of them were time-workers, but the majority of them were pieceworkers.

Q. Is there a substantial number of people that do time-work and assist the pieceworkers?

A. In our plant we have almost as many time-workers as we have pieceworkers. The way we achieve maximum production on style items in dresses is by a great deal of service work being done, a great deal of planning—everything is ready for the operator when she gets it; it is cut properly, and everything is ready. So we only have about half of our operating force.

Q. What did an instructor do after Mr. Baty took over the plant?

A. Well, as far as turning her work out, she still did her instructing. She showed a girl how to do the work. [fol. 3272] She gave the work out to the operator, but when there was any difference of opinion—any operator that wasn't willing to do just what she was told by the instructor, she would wait until Mr. Baty came to settle

it, or else she would let the girl pick out what kind of work she did want to do.

Q. Did the instructor have any authority over the girls, to give them orders?

A. No. Mr. Baty took that himself.

Q. Did the instructor under Mr. Baty have anything to do with the hiring, the disciplining, or the discharging of operators?

A. No, nothing whatever.

Q. Did the instructors have any authority to represent or speak for the management in any way?

A. No.

Q. Mrs. Reed, when Mr. Baty went in, how many floors in the building were used for sewing?

A. I believe all of the sewing was done on two floors, perhaps a little on a third floor. When he first went in all of the sewing was done on two floors.

Q. Did the business increase after Mr. Baty went in?

A. Yes. We had an increase in 1936 over 1935 of something like \$800,000, and it kept increasing right along, and of course we put on more employees. We put the sewing on more different floors, and later we took over [fol. 3273] more of the building, until we had the entire 10 floors and the basement. We spread out the sewing very much, until the sewing was done—in 1940 the sewing was being done on five different floors.

[fol. 3274] Q. Did the company put in more sewing machines?

A. Yes.

Q. Were more employees hired to do something?

A. Yes, sir.

Q. Did that result in requiring a change to be made in Mr. Baty's duties?

A. Yes. The plan we had for Mr. Baty was more or less to settle every little dispute or settle everything that came up with the operators. In settling most of them, it resulted in the fact that we couldn't get the work in very good shape. Of course, the volume of business and the number of floors increased, and it was a great deal more than when he first took it over, than we had in 1940; when I

made a check-up on it we had as manufacturing employees over 300 more.

By Trial Examiner Batten:

Q. 300 more than when?

A. Than when Mr. Baty took over the plant; and those 300 more would naturally be new employees, and would require more supervision than one even who had been there a great many years, and besides that, in a women's organization, there is always quite a little turn-over in a natural way. There were probably another hundred new employees in that time.

By Mr. Ingraham:

Q. Now, what did you do in 1940, with reference to a change?

A. I had a meeting with the instructors; I first had a discussion with Mr. Baty, because we were having a great [fol. 3275] many complaints from our trade that our merchandise was not being delivered promptly. It was delivered in small amounts, where they didn't even get enough in at once to advertise it, and they were very dissatisfied; and so I had a meeting with the instructors, and before that I had talked to Mr. Baty and he said that the thing had simply gotten to such a point that he couldn't handle it this way, the way I had wanted him to do it. Now, I must explain that during the — practically the entire year of 1939, I was away from my business, ill, most of the time very ill. I had two operations, and I think that at the time in that year, I spent at the plant only a few days at a time, and those few days I worked with my designing department on our models, on the designing, and so I had gotten out of touch with the plant, and the main thing that came to me in 1940 was the complaint about the work not going out. So Mr. Baty simply said it had gotten too big to handle, with all these new floors, and he had to be all over the floors, and when he took this over, a head cutter that had completely ran his cutting department and nobody ever bothered about it, in the meantime that man had died and we had to have an assistant in there that was not experienced and didn't get along with his cutters. That department required some of

his time, and he said that the instructors were all discouraged, and they didn't seem to be able to get their work through. I had a meeting then, in my office, of the [fol. 3276] instructors, and I read to them some of the data that had been furnished me by Mr. Bachofer, who has charge of my accounts, and showing where there were certain models that had been in the section for five weeks before they were cut, and some that had been in four weeks. I showed that to these instructors, and I said, "You know, we won't have any trade, people don't come from the east and from the west to buy my goods because they like me. We have to fill these orders promptly, and better, or we can't continue." The reason they gave, one particularly spoke up and said, "Well, Mrs. Reed, you want to hold us to a responsibility, and we no longer have any authority. The girls don't think they have to do anything we tell them to do, and perhaps there will be only one or two girls in a section that will not be willing to do the work that we assign to them to do. That upsets the entire section, and we have work piled up here, and it comes to a certain operation, the girl that ought to do that operation, she won't do it; then I have to call Mr. Baty, or she will say, 'I will see if Mr. Baty says I have to do that,' and Mr. Baty may be any place in the building. If I have to wait for him, I usually end up by letting her go and giving her something else to do. There is work to come through, and perhaps putting someone to do that work that is a little more agreeable, and perhaps can't do it nearly so well, or so much of it; so we can't run our section if we don't [fol. 3277]. Have the authority to say, 'Now, this work is here, and this is what you have got to get out and get through,' and the person that we think ought to do it should do it."

Well, after all, I was running the business. I might be criticized, but I had to run the business, and I had to get my work out, so I said, "Well, you simply have the authority you need to get this work through," and then someone suggested whether they could have that authority and belong to that union, and I said, "That is between you and the union, but I know that you have got to get your work out, or we simply won't have any trade," and that was in,

I think, in December, 1940. I didn't hear any complaints from the operators, and I think they liked it better. There was less confusion, apparently; I know that I got better work and quicker work, and more of it.

By Trial Examiner Batten:

Q. That has been in operation since then?

A. Since December, 1940.

[fol. 3282] By Mr. Ingraham:

Q. Mrs. Reed, the Board in its decision found that certain employees that were members of the Donnelly Garment Workers' Union were supervisory employees. I want to inquire about some of these people.

Will you state what the position was that Mrs. Lena Tyhurst held in 1937?

A. Mrs. Tyhurst was general examiner; that is, she went through the plant and had a general job to do, seeing that the quality of work was up to standard.

Q. Did Mrs. Tyhurst have any authority to represent the management?

[fol. 3283] A. Mrs. Tyhurst had no authority to represent the management.

Q. She had a specific job to do?

A. She had a specific job to do, herself.

Q. Did she have any authority to hire, discipline, or discharge any employee?

A. She did not.

Q. Mrs. Reed, will you state what the position of Marvin Price was in 1937?

A. His work was maintenance—what we call the maintenance man.

Q. What did he do?

A. Well, he helped to keep the machinery in good shape. If we gave a fashion show, he would help to put up the runways, and generally keep the equipment in good shape.

Q. Did he look after any maintenance of the building that was necessary?

A. Yes, what the building company didn't do. We have certain service from the building company.

Q. Did he have any authority to represent the management?

A. None whatever.

Q. Did he have any authority to hire, discipline, or discharge employees?

A. He did not.

Q. Was he head of any department?

A. He was not.

[fol. 3284] Q. Mrs. Reed, will you describe the position occupied by Mrs. Martha Gray?

A. We have a little outlet store where, I think I stated yesterday, we originally disposed of our remnants and odd buttons and trimmings to our own employees, and as the business grew and there was a larger amount of them, we set aside a room for that. Still the employees were able to buy all of them, and eventually the business grew to such an extent that the leftovers became such a volume that I opened a little shop on the first floor to which we admitted the public as well.

By Trial Examiner Batten:

Q. About when was that, Mrs. Reed?

A. When we took over the full building, about 1939. When we eventually opened the shop to the public it was in 1939.

I am getting ahead of my story, but this little shop, the purpose of it was to dispose of remnants and odds and ends. In that we had several women doing the work, and Mrs. Gray was one of these women who disposed of the articles put in there. She did the selling herself, as well as the others. The merchandise that came into the outlet store was all marked at the price at which it was to be sold.

The other employees that did the selling were employed — Mrs. Gray had nothing to say about who was employed, what wages were paid, how many people she had, or anything about it. She was simply there as one of the women who waited on trade and helped to sell the merchandise.

[fol. 3285] By Mr. Ingraham:

Q. Did Mrs. Gray have any authority to represent or speak for the management?

A. Absolutely none.

Q. Did the company ever hold Mrs. Gray out as a representative of the company?

A. They did not.

Q. Did Mrs. Gray have any authority to hire, discipline, or discharge any employee?

A. She did not.

Mr. Langsdale: Just a minute. What was that question, did the company ever hold Mrs. Gray out—as what?

Mr. Ingraham: As a representative of the company.

The Witness: Now, Mr. Batten, if you will allow me, I would like to explain about Mrs. Gray and that little store and what happened, and it will cover, really, a number of other people there.

Trial Examiner Batten: I would suggest, Mrs. Reed, that you follow Mr. Ingraham's line of questioning, rather than ask my consent. I have no objection, when you are through, if you want to make a statement, to your making the statement.

The Witness: When I read the findings I felt that there was quite a misunderstanding of the way my business was run, by the people who made the findings. There are so many things in that, and, really, the way the business is run is certainly misunderstood.

[fol. 3286] By Mr. Ingraham:

Q. Mrs. Reed, will you explain the growth of the store and what changes, if any, were made in the store?

A. As I said yesterday, practically the entire year of 1939 I was away from the business because of illness. In the early part of 1940 I pretty much got back into my old management, and I found that our expenses had increased a great deal, and our trade wasn't very well satisfied; our deliveries were not good, and the management needed a great deal of consideration.

Mr. Bachofer at that time had taken entire charge of all of the records and cost accounting and accounts, and had been getting up data for me so that I could get myself

back into the business and understand what was going on. He very strongly recommended a budget system. In fact, he had it all worked out for my approval, and went over with me the expenses—for instance, in this store, how much it cost us to sell our merchandise, and in all of the departments he showed me how much more it was costing than it should, and how the expense had crept up because he felt that there was not enough personal management and personal responsibility.

[fol. 3287] So, after some discussion and planning, and going over this budget, I consented to have the budget system put in our place.

Now, I had been in business for 23 years and I had never had a buget system. Of course, the business had grown very gradually, and I had felt I could take care of the expenditures and watch them, they hadn't gotten away from me. But that year, 1939, was the first time I was really out of my plant entirely since I had started it.

So I adopted that budget system. I started with the store, because it was the least of the departments. It was merchandise we had to dispose of and didn't expect to make any money on.

Mr. Bachofer felt if Mrs. Gray knew how much it cost to sell the goods, and if she would spend less time personally selling and a little more time in managing the people in there, that she could do a very much better job than by just everybody down there selling, with no real head in the store. So he took up with her, as he did with these other departments—showed them how much money they had spent and asked them to consider and see if they couldn't do a better job and take the responsibility that we would give them, and we would get better results and it would be very much better all around.

In that particular instance, I am informed by Mr. Bachofer, they disposed of more merchandise, with fewer people, after they had that system.

[fol. 3288] By Mr. Ingraham:

Q. Do you recall about when it was that Mr. Bachofer recommended to you that a change be made?

A. I very well recall. We completed our year October 31st, and it was after the figures were all in in November, 1940, that he brought this up with me. I think we put it into effect something like sometime in December, 1940, perhaps; I don't remember the exact week. It was either November or December of 1940.

Q. At that time did you then give Mrs. Gray, or authorize her, that she had authority that she had not had before?

A. We did instruct her to spend the time necessary in planning the work that these other women that were in the store — what work they did, and to try to make an attempt to put some management into the place.

Q. Did Mr. Bachofer recommend at that time changes be made in other departments?

A. He did.

Q. What departments and what changes?

A. Well, we put this same budget system all through our plant. In our advertising and promotion department, and I remember very well, in the mechanical department, when he showed me where the facts were that no one felt the responsibility about parts, and the expense of this mechanical department, it made the company expense; it kept going up, and he didn't feel we were getting the results that we should have; so we put in Mr. Jeters, in [fol. 3289] charge of that. He was told how much his expenses had been, and it was discussed with him, what he could do about reducing those expenses, and increasing the efficiency of the department.

Q. What changes were made — strike that.

Prior to this time, with Mr. Jeters, did he have any authority to represent the management?

A. He had no authority whatever.

Q. And had the company, at any time, to your knowledge, held Mr. Jeters out as a representative of the company?

A. We had not.

Q. Mr. Jeters, did he have any authority to hire, discipline and discharge any employees?

A. No.

Q. Now, at this time, what authority was given Mr. Jeters?

A. Well, he was held responsible for the expenses of his department, which would involve the quality and the work that the men did, and whether they kept on the job, and responsibility for other people besides himself, and anything that came into his department.

By Trial Examiner Batten:

Q. Mrs. Reed, did Mr. Jeters, since this time, have any authority to hire or discharge employees?

A. No. We don't give our department heads authority to discharge or employ people.

[fol. 3290] By Mr. Ingraham:

Q. If he wanted to discipline some person; would he have authority to do that?

A. He would have to recommend that perhaps we couldn't use someone.

By Trial Examiner Batten:

Q. To whom would he recommend it?

A. To Mr. Bate particularly, or if I was there he might come to me.

By Mr. Ingraham:

Q. Now, Mrs. Reed, was there any change in the cutting department?

A. Yes, the same thing was really put into effect in the cutting department. We had a man in the cutting department when Mrs. Reeves was in charge of the plant, that had been there so many years, and was so well liked by his men, and he was such an efficient man, generally that was one department we all forgot. We didn't have anything really — there was practically no management outside of Herb Fountain, what he thought of.

Q. What position did he occupy, Mrs. Reed?

A. Well, I would say he was head cutter.

Q. Did he have any authority to hire, discipline or discharge employees?

A. No, he didn't.

Q. Was he held by the management as a representative with authority to speak for its management?

[fol. 3291] A. No.

By Trial Examiner Batten:

Q. Well, he is the person in November or December you made responsible for the department?

A. No, he died and another man took his place, Mr. Batten.

Q. Who, in November or December, took charge of the department?

A. Ted Scoles was put in charge of the cutting department.

By Mr. Ingraham:

Q. Now, did Mr. Scoles, after he was put in charge of the cutting department, have any authority to speak for the management?

A. He had — the only authority he had was, he had authority to run his department. He had responsibility to run his department, and he had to see that these men did their work, and the cutting department had gotten into a rather — gotten to be a rather expensive department.

Q. When you say he had responsibility, do you mean responsibility to get the work out?

A. Yes.

Q. Did he have any authority to hire or discipline or discharge employees?

A. No, he did not. He could recommend, now, after we put in the budget system, we really tried to hold one person responsible for the expenses of the department, and for the efficient running of the department. There was a general complaint that Mr. Baty had taken charge of everything, and the people that were heading the departments had no authority and they couldn't get their [fol. 3292] people to pay any attention to them, and it hurt their getting the work through, and it was a general complaint along that line, and that was one of them, in the cutting department as well as the others.

Q. Mrs. Reed, was any change made in the pattern department?

A. Yes, the same thing held true there. Mrs. Strickland had been making what we call the correct pattern, we make one correct pattern, size 14, and for a number of years that has been Mrs. Strickland's particular job,

to make this one correct pattern, and it took practically all of her time to do that. She would make that pattern, and of course it would be shown, the garment would be shown to either Mrs. Spillsbury, my head designer, or myself, or both of us, and she spent almost her entire time on these correct patterns.

Then we had other people who would make the patterns, do the grading, we called it; and sometimes we would bring cutters up from the cutting department in the heavy season, and we needed a great deal of it done, and they take this size 14 pattern, and we had a regular plan that we would make larger sizes or make the smaller sizes, but that size 14 pattern was made entirely by Mrs. Strickland, and it took practically all of her time.

Q. Mrs. Strickland, prior to this change in 1940, had charge of the pattern making?

A. She did not.

[fol. 3293], Q. Did she have any authority to represent the management?

A. She had no authority to represent the management. I never discussed with her the wages paid to anyone in the department, or whether they got a raise, or anything about the management of the department.

Q. Did you ever discuss with Mrs. Strickland who should be employed in that department? A. I did not.

Q. After this change was made in 1940, what responsibility was placed upon Mrs. Strickland?

A. Well, Mr. Bachofer had reports made from her department showing how long it took to make patterns and how long it took to have them graded, and our patterns were not coming through as quickly as we thought they should, or as they should have come through, to keep work going in the plant, and to get our orders out promptly, and so Mr. Bachofer went over with Mrs. Strickland, not only the expenses of making the patterns but the fact that the delay in getting those patterns into the plant kept our operators from having work to do, and kept us from filling our orders promptly and made us have a lot of close-outs, and particularly dissatisfied our customers.

Now, we told, and Mr. Bachofer told her that we wanted her to spend less time in making these size 14 perfect pat-

terns and more time in managing the work, and helping the other girls to turn the work out more quickly; and so [fol. 3294] we made it so that Mrs. Strickland only made the very most difficult size 14 patterns, and had other people also make the perfect size 14 patterns.

Q. Mrs. Reed, was—strike that.

Did Pauline Hartman, prior to this change in 1940, have any authority to speak for the management?

A. She did not.

Q. Where did she work, Mrs. Reed?

A. In the accounting department.

Q. Did she, prior to this change, have any authority over any other employees? A. She did not.

Q. Did she have any authority to hire, discipline or discharge any employees? A. She did not.

Q. After this change was made, was any new responsibility placed upon Mrs. Hartman?

A. Yes. Mr. Bachofer gave her a certain group of workers to supervise, and see that the work got out. We got to a point in our office, I think we had 140 people doing office work, and that is a very high figure, and Mr. Bachofer divided the responsibility among a number of several people there to see that we should get our work out with fewer people.

By Trial Examiner Batten:

Q. What department did she have?

A. It is the accounting or bookkeeping, all of that work [fol. 3295] to me is bookkeeping; it is something about the books, probably the pay roll. It is something about office work; I don't know the detailed part that she does there.

Q. Mrs. Reed, did Harlan Justice, prior to this time when the change was made, have any authority to represent the management? A. He did not.

Q. Did he have any authority over any other employees? A. No.

Q. Did he have any authority to hire, discipline or discharge employees? A. No.

Q. After this change was made, what did he do?

A. Well, he was in charge with the—

Q. Tabulating?

A. Yes, tabulating department. I couldn't think of the term they used for those machines. We have a great many of these automatic machines that assemble our orders and do a lot of our accounting work, and we formerly had that tabulating department merely to assemble our orders, and it was rather a simple thing for just everyone to do; and when we got into the better managing of the office, we put more work into that tabulating department.

I know that we put some of our accounting to be done in that tabulating department, and it put a great deal more [fol. 3296] work and a much larger amount of management into it. Also, those machines were very expensive, and we wanted to make more use of the number of machines we had; so when Mr. Bachofer and I both thought that if we had someone spending some time planning and thinking about that, the person who was right in the department, that they would be able to do a better job than the whole department answering to one man.

Q. What did you do then, after this change was made?

A. I don't understand what you mean.

Q. What responsibilities were given to Mr. Justice?

A. Well, he took charge of that, assigned the work, and spent some of his time planning and thinking about the work and what should be done.

Q. Has he any authority now to hire, discipline or discharge employees?

A. He does not hire or discharge employees. He can recommend people for raises and he can, on the other hand—it is his responsibility, if he has a person in the place, that isn't doing a good job, to report them. Formerly, I think, he thought that if they didn't, it wasn't any of his business.

Q. Who would he report them to? A. Mr. Bachofer.

By Trial Examiner Batten:

Q. Mrs. Reed, formerly, you think, he thought—do you know what he thought formerly?

A. I know what the actual situation was.

[fol. 3297] Q. Mrs. Reed, I am not asking you what you thought.

A. I am just being polite, Mr. Batten.

Q. I am simply asking you if you know what he thought before.

A. I know the result, I know what the result was.

Q. My question is still, do you know what he thought? Did he ever tell you what he thought? A. Yes.

Q. Then that is the answer. A. All right.

Mr. Ingraham: What did he tell you, Mrs. Reed?

A. Well, no one had ever told him that it was his responsibility to see that other people in the department did their work and did it well and promptly, and didn't loaf on the job. I want to say, when I make that statement I have to say this, that I ran a business, personalized business, and I don't expect them to loaf.

Trial Examiner Batten: The question Mr. Ingraham asked you was, what did he tell you?

A. That is what he did tell me. I don't like to have the idea when we are discussing loafing on the job,—I didn't expect people to loaf on the job, and when I think about the business myself, I did run it for a great many years without supervisors in it, and I was always surprised when anybody said anybody loafed on the job. I feel very strongly about that.

[fol. 3298] By Mr. Ingraham:

Q. Mrs. Reed, prior to the time that this change was made, had you felt that it was unnecessary to place authority in various departments, and create what you might call supervisors or bosses in those departments?

A. I didn't think it was necessary, I hadn't thought it was.

Q. And have you run the business without having bosses in these various departments? A. I did.

Q. And it was a successful business? A. Yes.

Q. Mrs. Reed, what department is Helen Houser in?

A. She is in the merchandising department.

Q. Is the merchandising department—does it include the planning department?

A. The planning for—the cutting part of the planning.

Q. Well, what do you know—what work did Helen Houser do?

A. In that department, what we call the merchandising department, the orders, or the tabulating department turned over to the merchandising department the list of the sales in sizes, and colors, and quantities; and while we did do a certain amount of manufacturing ahead of any orders, before our salesmen go on the road, after the orders begin to come in, that planning that cutting then is done according to the orders, and that is the department that Mrs. Houser is in, and she has pretty much charge of that part of it.

[fol. 3299] By Trial Examiner Batten:

Q. Something was said, Mrs. Reed, about a planning department. Do you have an over-all planning department, and this is part of that?

A. No. We plan how the garments are to be made and how they go through the plant. The production planning is done on the ninth floor; in a different department. This is the department Mrs. Reeves heads, where the merchandising is done, and the merchandise planning is done.

Of course, all of those departments interlace, to a certain extent, but Miss Houser does not plan how a garment is to be made; she plans as to merchandise.

By Mr. Ingraham:

Q. You mean, getting the orders filled?

A. Yes. Having the proper merchandise cut so that it will be made and ready to fill the order—so that the orders will be ready to be filled.

Q. Now, prior to the change that you mentioned, did Miss Houser have any authority to speak for the management? A. No.

Q. Did she have any authority over any other employees? A. No.

Q. Did she have any authority to hire or recommend someone be hired, or disciplined, or discharge employees?

A. No, she simply had responsibility for her own work.

Q. After this change was made, what responsibility was given to Miss Houser?

[fol. 3300] A. She has responsibility for all of the work that is done in her particular line. She has other people that assist her in doing it, and she is responsible for the whole amount of work going through, and for the efficiency

of the people that are assisting her in doing that work. Before that, she was simply one of the workers, and if the work didn't go through properly it wasn't her business to say anything about it. She simply did her own work, and if the girl beside her wasn't doing her work, it was Mrs. Reeves's job to ~~make~~ that she did it.

I think that is the best way I can explain it.

By Trial Examiner Batten:

Q. Do I understand Miss Houser is now responsible to Mrs. Reeves?

A. She heads up to Mrs. Reeves, yes.

Q. Then, Mrs. Reeves has several sections or departments; is that it?

A. She has her work divided in several sections, yes.

Q. And this Miss Houser is one of the persons in charge of activities, under Mrs. Reeves; is that right? A. Yes.

By Mr. Ingraham:

Q. Mrs. Reed, what is the work of Betty Belter?

A. She has one of the activities in Mrs. Reeves's department. Just exactly the work she does, I don't know.

Q. Is it in notions?

[fol. 3301] A. Yes, it is. I remember now that it is.

Q. Did she, prior to the time this change was made, have any authority over any other employees?

A. She did not.

Q. Did she have any authority to speak for the management?

A. No.

Q. What is the notions department?

A. Well, it is the thread, snaps, hooks and eyes—all of the little things, extra things, that go into a dress besides the material.

Q. Did Miss Belter ever have any authority prior to the time this change was made to discipline any employees?

A. No.

Q. Has she ever had, up to the present time, authority to hire or discharge employees?

A. No.

Q. Has she had any authority to speak for the management?

A. No.

Q. After the change was made, what responsibility was placed on Miss Belter?

A. The same as in these other groups. We have a business, and one person does a certain job, and it grows, and then you get two people to do that. It grows some more, and you get three or four people. But you always have one— At the time this one person had the job head- [fol. 3302] ing up, they didn't have so many people under them, so they could see pretty much what these different people did. But then, when you get several in the same department, you may have two or three good workers, and you may have one or two that probably are not very competent, maybe some of them just are not very industrious, and one worker doesn't tell on another.

If this one worker that has no responsibility of getting that work out is just one of a dozen, or six or eight, that are doing the work, and then they run and tell the boss that so-and-so isn't doing their work, that's something one doesn't expect, and they don't do it. But if that one person has eight or nine people whose responsibility it is to turn out a certain amount of work and they have one or two in the place who are not cooperating, are not efficient, or can't, for any reason, do the work, if they report that to the head of the department, the top person in the department, no one thinks of that as being informing or telling. That is a part of their job, and it is recognized as a part of their job, and they take that responsibility, and very often there is no telling to be done, because if a group knows that this person has the responsibility of that small number of people getting that work out, it usually goes along without any trouble.

Q. Mrs. Reed, who is head of the designing department?

A. Miss Buelah Spilsbury.

Q. Prior to the time this change was made did Hilda Fitzgerald work in that department?

[fol. 3303] A. Yes.

Q. What was her work?

A. She was a designer.

Q. Did she have any authority to speak for or represent the management?

A. None whatever.

Q. Did she have any authority over any other designers?

A. Absolutely none.

Q. Did she have any authority to hire, discipline, or discharge any other designer?

A. She had nothing to do with that.

Q. Since the change was made what position does Mrs. Fitzgerald occupy?

A. Mrs. Fitzgerald is still a designer. She is now, part of the time, in New York. Mrs. Fitzgerald is a professional woman, a designer, and, really, she has been given more authority to assist Mrs. Spilsbury. She is in New York part of the time, and she does assist Mrs. Spilsbury.

Q. When she is in Kansas City?

A. Yes.

By Trial Examiner Batten:

Q. Was her responsibility or authority changed any as a result of this reorganization?

I think that was your question, was it not, Mr. Ingraham?

Mr. Ingraham: Yes.

[Vol. 3304] A. Not to the extent that some of the others were.

Q. To what extent, if any, Mrs. Reed?

A. She has been made an assistant to Mrs. Spilsbury.

By Mr. Ingraham:

Q. Has she any authority at the present time to discharge, discipline, or hire any employees?

A. No, she hasn't.

Q. In what department does Fred Brown work?

A. In the cutting department.

Q. What is Fred Brown's present position?

A. I would say he is head cutter.

Q. When did he become head cutter?

A. Sometime last fall.

Q. Has he any authority to speak for the management?

A. No, not any more than that he does have the authority—he has the responsibility to see that the men

in his department do their work and do it efficiently and promptly and well.

Q. Does he have any authority to hire or discharge employees?

A. Our heads of departments do not hire or discharge people. He can recommend people for raises, in that he has the definite responsibility of the expense and getting the work out of the department. He naturally would have the authority to discuss who is in his department and recommend men for an increase in wages, or say that there [fol. 3305] was someone there who wasn't doing his work properly.

Q. Prior to the time he became head cutter, did he have any authority to represent the management in any way?

A. None whatever.

Q. What was his job?

A. Cutter.

Q. Did he have any authority to employ, discipline, or discharge employees?

A. He did not.

Q. Did he have any authority over any employees?

A. No.

Trial Examiner Batten: Are you going to start with some other individual now?

Mr. Ingraham: Yes.

Trial Examiner Batten: Then, we will recess for 10 minutes.

(Thereupon a 10-minute recess was taken.)

Trial Examiner Batten: We will proceed.

By Mr. Ingraham:

Q. Mrs. Reed, what work does Mrs. Bogart do?

A. She is in the dividing department.

Q. In 1937, did Mrs. Bogart have any authority to speak for the management?

A. She did not.

Q. Has she ever had any authority to speak for the management?

[fol. 3306] A. No.

Q. Has Mrs. Bogart any authority to hire or discharge employees?

Trial Examiner Batten: I assume the last two questions are all inclusive of that?

Mr. Ingraham: Yes. I understood Mrs. Reed to testify she was an instructor, or— What was her position?

The Witness: She was in the dividing department. I suppose you would call it instructor in the dividing department.

Trial Examiner Batten: I just didn't want any mistake about your last two questions, Mr. Ingraham.

Mr. Ingraham: Yes, that is correct.

By Mr. Ingraham:

Q. Mrs. Reed, when Herbert Mutchler worked at the Donnelly Garment Company, did he have any authority to represent the management?

A. He did not.

Q. Did he have any authority over other employees?

A. He did not.

Q. Did he have any authority to hire, discipline, or discharge employees?

A. No, he did not.

Q. What did he do?

A. Well, he went through the plant checking garments, as they went through, to help have the work go through [fol. 3367] promptly, and to see that there was nothing missing in bundles, and so forth. He did some clerical work.

Q. Has there been any change made with respect to other employees, so that they have been given any authority to speak for the management, or to hire, discipline, or discharge other employees, other than those you have mentioned?

A. Outside of what I call my real executives, no one has any authority to discharge or employ people in our place.

Trial Examiner Batten: Well, I think Mrs. Reed testified yesterday that the instructors in this reorganization— You are including those within the specifically named persons?

Mr. Ingraham: Yes.

The Witness: I didn't testify they had authority to employ and discharge.

Trial Examiner Batten: No, I didn't state, Mrs. Reed, what you testified about. I simply want it understood that they are included in this reorganization plan you discussed.

The Witness: Yes.

By Mr. Ingraham:

Q. Mrs. Reed, in 1937 was Mrs. Nichols in charge of setting piecework rates?

A. Yes. She set them.

Q. Were those rates subject to review?

A. Those rates—in the first place, they were based on rates that had been set after years of experience in the plant, and her rates were all made on this basis rate—they [fol. 3308] were all based on that.

You said, were they subject to review? Any piecework we have is subject to review by every operator in the place, every operator that works on it.

Q. Did Mrs. Nichols consult with other people?

A. Yes, she did consult with other people. She consulted with the instructor. She consulted sometimes with the piecework operators; she would call them up if there was some new change she wasn't absolutely sure about, that we hadn't been making over and over again, on which there was an accepted piecework rate.

After—What time are you talking about?

Q. 1937.

A. Well, after the Donnelly Garment Workers' Union was formed, the piece rates were all turned over to Miss Todd to check and see whether they were all right, and she O. K.'d those before they were put in in the factory.

Q. Mrs. Reed, would you briefly explain the method used in setting piecework prices, and state how long you would use that method?

A. Well, over a period of years we arrived at a basic rate on a great many operations.

For a number of years, Mr. Batten, I was in the plant myself, and I had time taken, and I was very intimately associated with the operators who were doing the work; I [fol. 3309] could watch their working. And I sometimes would get very skilled operators who could do the work very fast, and I learned a great deal from them. By certain mutual consent we set up a standard based on the fact that an ordinarily good operator could make \$25.00 a week, and that these piece rates would be based on that figure. So when I put new work in the plant, from my experience I would put a price on it that would make this \$25.00 a week. I had a number of operators that, under ordinary circumstances, would make \$25.00 every week. Under certain little better circumstances they made more, and under other circumstances they might make a little less, but it was generally understood they could make \$25.00 a week on anything that was priced all right, unless conditions were very unusual one way or the other. So when I would put new work in the plant, being there myself, I would watch and see how they got along, and if I had to pay a little more—if the operators were not doing so well, either we would work out together, myself with the girl doing the work, a better or easier way of doing it, or I would raise the price.

Now, I was in my plant and in very close association with the pieceworkers for at least 10 years. The first years that I had piecework was during the war, when rates and people's wages were very high. My piece rates, the basis of them, was formed at that time. We were working [fol. 3310] then 46-1/4 hours a week. I have never had any regular working hours more than 46-1/4 hours a week. That was back in 1918, 1919, and 1920.

Now, I was fortunate in being able to sell my merchandise very readily, and I had a very quick growth through the years, so that I didn't ever feel the necessity of reducing those high war-time wages. I didn't go up and down with depressions, because I didn't have any depression.

Trial Examiner Batten: Mr. Ingraham, what has that to do with setting the rate? That was as I understood your question.

Mr. Ingraham: I asked her to explain what method has been used, and she is explaining what they did do down there, and the reasons for it.

Trial Examiner Batten: Is that the method of arriving at it? If it is, I am perfectly willing that she should proceed, if that is part of the method.

The Witness: That is part of the method. That is the way those piece rates were founded or made.

Trial Examiner Batten: Well, you may proceed. Pardon me for interrupting you. Do you remember where you stopped?

Read the last part of the answer, please.

(Thereupon the last two sentences of the last answer were read by the reporter.)

A. (Continuing) So we have in our place a basis of [fol. 3311] piece rates that was arrived at by experience and by working with the individual operator who did the work.

Now, as the time went on and I had shorter hours, and had, -I felt, improved my management, and bought new, more efficient machinery, that \$25.00 a week as a basis remained as the standard from which to work on pieces.

When we went on 40 hours a week, there were a few adjustments to make, and we had to raise prices on certain things to maintain this \$25.00-a-week standard.

By Mr. Ingraham:

Q. Were there certain operations that you had a rather stable price for?

A. Yes. Hemming a garment, side-seaming a garment, and many operations that do not change from season to season.

Q. Now, will you explain, Mrs. Reed, just when a piece rate price is put on a garment, and then explain what occurs after that?

A. The piece rate is put on the garment when we make the samples, and I pay double price for having samples made. It is newer work, and it is smaller bundles, and sometimes it is a little "velvet" to the person making it. But it is understood when that sample is made that the piece rate is double on there.

Now, while the samples are being made—and they are made in the factory—we do not have special sample makers, except perhaps with an unusual garment that we figure we will have to do some working out on, we might have [fol. 3312] that done specially. Our regular samples are made in the plant, by the regular operators, and the operators themselves and the instructor, as their samples are being made, consider or think, now, is that going to be the right price? And immediately, if the girl who makes that particular part of the sample thinks that is underpaid, she reports it to the instructor, and sometimes, I think—or I know she does—she goes directly to Mrs. Nichols and says, “I don’t think your price is right.”

Then, they talk it over, and sometimes the operator will show Mrs. Nichols where Mrs. Nichols’ plan to have it made is not the easiest and best way to make it. The operator will say, “Well, if you will let me make it in this manner, your price is right, but if I have to do it just the way you say to do it, it isn’t high enough.”

And, of course, if it doesn’t interfere with the quality of it, we take the suggestion.

Q. Then, what occurs after that? What I mean to say, are the garments then sent in to the factory to be made?

[fol. 3313] A. And there were stickers and prices on them.

Q. Sometimes changes were made then?

A. Sometimes changes were made, if the plant is delayed and an operator can’t make her way, and she thinks she ought to make changes, or sometimes we may change the operation. We try to keep the operation as efficient as we can.

Q. Are complaints made to Mr. Baty at that time?

A. Yes.

Q. And sometimes made to you? A. Yes.

Q. Mrs. Reed, did Mrs. Nichols ever have any authority to speak for the management? A. No.

Q. What was her particular job?

A. Working on piece rates.

Q. Did Mrs. Nichols ever have any authority to employ or discharge or discipline any other employees?

A. No.

Q. Did anybody else work with Mrs. Nichols on piece rates? A. Yes.

Q. And what you have testified about Mrs. Nichols, is that true about Mrs. Spalito? A. Yes.

Q. Who is that?

A. Josephine Spalito helps Mrs. Nichols work on piece [fol. 3314] rates.

Q. Mrs. Reed, I don't know whether I finished my question, in regard to Marvin Price. What is he doing now? A. He is a salesman.

Q. When did he become a salesman, do you recall?

A. I don't remember exactly, but he has done some selling for possibly a year and a half or so. We usually, for a longer time than that, we give the boys a chance to go out and sell for a few weeks where there is an opening.

Q. Mrs. Reed, the Board stated in its Decision and Order found that the company had an anti-union attitude prior to the time of the Wagner Act came into effect in July of 1935. Is that true or not. A. It is not.

Q. Will you state whether or not the company employed union people prior to that time?

A. All through the years I was in business I constantly employed union people belonging to different craft unions. I was on the friendliest terms with union people.

As a matter of fact, two different men at different times had been president of the Carpenter's Union, and had worked for me, and I was on the friendliest terms. This first man, Mr. Kerr, died a number of years ago, and left a family. I took his boy and girl to work for me.

I gave them jobs. They were just out of school, and [fol. 3315] neither one of them skilled in any way, and I helped his family for a long time. I had no obligation other than the fact that he had worked for me, and I felt a very friendly interest and a great sympathy for his family.

He was the president of the Carpenter's Union, and later on I had many different men working for me that belonged to the Painter's Union, and the Carpenter's Union, and I had cutters come to my place that belonged to a union, before they came, through the years.

I have had many operators that come to work for me that worked, had worked in overall factories, and as far

as I know, all of the overall factories in Kansas City are organized. Whenever I employed an operator from an overall factory, I would naturally know that she belonged to the union.

I personally employed a number of those years ago, and as a matter of fact, whenever we have an opportunity to employ an operator from an overall factory, we have always done it. They are usually good.

Q. Did you have any opposition to the I.L.G.W.U. as a labor union? A. I did not.

Q. What did you object to?

A. I objected to their spreading falsehoods about me and ruining my reputation.

[fol. 3316] Q. Were there any other reasons you had?

A. I didn't like their method of organizing, with all of the violence they permitted.

Mr. Ingraham: Mr. Examiner, it is Respondent's present position, as it was at the previous hearing, we object to all matters that the Board has charged us with doing, that occurred prior to the Wagner Act. For that reason, we can't be convicted as it was not illegal at the time, and it is too remote in point of time. However, the Board did submit a large amount of testimony from the old N.R.A. labor case.

If we go into that testimony, it is going to take a long time to try this case. The time the N.R.A. case was tried, I think, witnesses were put on the stand for three or four months.

Now, most of the evidence that the Labor Board at that time submitted, has been put in this case, and after the start of the last hearing, I understood you to say that you were not going to let this background, as it was described, as that evidence was described, become the case, and that you felt it was going to be limited to the testimony of one witness, for, say, half an hour. Now, the evidence the Board did submit would require us to produce a large number of witnesses.

Trial Examiner Batten: What evidence are you referring to?

[fol. 3317] Mr. Ingraham: I am referring to the evidence—

Trial Examiner Batten: (Interrupting) From the old N.R.A. case?

Mr. Ingraham: Yes, the old N.R.A. case. They have submitted testimony of witnesses who testified that "X" said this to them, and "Y" said this to them.

Trial Examiner Batten: Out of the old record?

Mr. Ingraham: Yes.

Trial Examiner Batten: Did you present a defense in the old record?

Mr. Ingraham: We did present somewhat of a defense when the case was finally opened.

Trial Examiner Batten: All I can say, if there is anything you think you should do, as attorney for the Respondent, I suggest you do it.

Mr. Ingraham: I would like to know if we are charged with the background, as to whether or not the facts are true or not.

Trial Examiner Batten: All I can say is that I am here to receive any testimony that you have to offer, under the rulings of the Eighth Circuit Court. You may offer any testimony that you have, and when it is offered, if I don't believe that it is within the ruling of the Court, I shall rule upon it. I shall not rule in advance on any testimony.

Mr. Ingraham: It is then your present position that [fol. 3318] testimony involving the matters that occurred prior to the Wagner Act may be gone into, and if you change your mind—

Trial Examiner Batten: That is not my position. If you have any testimony to offer, in line with the ruling of the Eighth Circuit Court, I will suggest that you, as the Respondent's attorney, present it in the testimony as offered here, and the witnesses, and if I am called upon to rule whether it is within the ruling of the Eighth Circuit, I shall do so at that time.

We are here under the ruling of the Eighth Circuit Court, and you know that as well as I do, what the Eighth

Circuit includes. Perhaps you know better, because I wasn't present at any of the oral arguments of the Eighth Circuit. Now, I am simply saying that if there is any testimony that you believe should be offered under the ruling of the Eighth Circuit, then it is your duty, as attorney for the Respondent, to present it.

Mr. Ingraham: That, of course, requires that we call the witnesses and present this evidence. I thought that you had announced before that you weren't going to consider the testimony that would consume more than 30 minutes.

Trial Examiner Batten: Irrespective of what I said—

Mr. Ingraham: (Interrupting) You are going to do it?

Trial Examiner Batten: I am not going to rule on the matter at all. I don't intend to rule on any matter in [fol. 3319] advance. The Eighth Circuit has rendered a decision and remanded the case for further testimony.

Now you, as attorney for the Respondent, must decide what you think you want to present under that ruling. Now, when that testimony is offered in Court by witnesses, if there is an objection and I am called upon to rule, I shall rule, but I shall not rule in advance on any matter.

Mr. Ingraham: Well, we will have to prepare to present any further matters in connection with the N.R.A.

Trial Examiner Batten: All I would say, Mr. Ingraham, you are the attorney for the Respondent, and you prepare your case the way you think it should be prepared on any matters you think should be covered in this hearing.

Mr. Ingraham: Mrs. Reed, I hand you Respondent's Exhibit 48, and ask you if you read the articles contained on that page, that is the front page of the Kansas City Journal-Post for Wednesday, March 17th, 1937?

Trial Examiner Batten: What is that date?

Mr. Ingraham: March 17th, 1937, entitled "Kansas City Garment Union Crews Sit in Lobby".

A. Yes, I read that.

[fol. 3320] Trial Examiner Batten: Mr. Ingraham, might I ask you this: I notice you have several volumes of newspapers. Was it your intention to ask Mrs. Reed about each one of those articles?

Mr. Ingraham: Yes.

Trial Examiner Batten: Might I suggest this, if it is agreeable to counsel: Counsel might look over all of those various articles, and they may be willing to stipulate that Mrs. Reed did read those, so it will be unnecessary for Mrs. Reed to read all of them. I would say, Mr. Stottle, you know, that there are perhaps 35 or 40 articles, and it seems to me the attorneys might save some time by proceeding on that basis.

[fol. 3321] Mr. Hogsett: May I suggest, offhand, a stipulation: That in the year 1937, at the time, certain articles were published in the newspapers. There were two major newspapers in Kansas City. One, the Kansas City Star and Times, the Star an evening paper, the Times a morning paper; and the other the Kansas City Journal-Post, an evening paper; that each was a paper of large circulation, and read generally throughout Kansas City; that in these papers, during the month of March and possibly April, certain articles appeared pertaining to efforts of the International Ladies Garment Workers' Union, to organize certain garment plants, and those articles are as follows: And let it be introduced, and everybody will [fol. 3322] admit that, I am sure.

Mr. Langsdale: I think if Mrs. Reed is asked that, that her answer will be yes, that she read them.

Mr. Hogsett: These articles were published, and whether they were read is another thing.

Mr. Langsdale: She would answer yes, if she was asked if she read them.

Mr. Hogsett: That hasn't been brought in yet, the question of Mrs. Reed's reading them.

Mr. Langsdale: That statement by itself means nothing.

Trial Examiner Batten: Well, we will proceed with the testimony.

Mr. Langsdale: Just a moment. I don't want the Examiner to think—Mr. Hogsett's statement falls short of making it competent in any way. However, I will admit what Mr. Hogsett says, and further, if Mrs. Reed should be asked if she read these articles, her answer would be yes.

Mr. Hogsett: Now, Miss Weyand, do you admit that?

Miss Weyand: I take it, so far as you haven't introduced the articles as exhibits, the statement will be admitted.

Mr. Hogsett: Plus Mr. Langsdale adding to it that if Mrs. Reed is examined especially about each article, she will answer that she had read them.

Miss Weyand: Yes.

Mr. Hogsett: How about you, Mr. Tyler?

[fol. 3323] Mr. Tyler: I would like to have the stenographer read your stipulation again.

(Record read by the reporter.)

Mr. Tyler: Yes, I agree.

Mr. Hogsett: You will also agree to what Mr. Langsdale said, that if Mrs. Reed will look at these exhibits, she will testify that she read them?

Mr. Tyler: I agree.

Miss Weyand: As the reporter read that last, about agreeing that they be introduced, I did not agree that they would be introduced as true, but I will agree, for the purpose of Mrs. Reed reading them, and that those articles did appear in those papers, as Mr. Langsdale said.

Mr. Hogsett: And Mr. Tyler?

Mr. Tyler: Yes.

Mr. Reed: That is a large circulation, I think you should say Kansas City and throughout the West.

Mr. Hogsett: I think they will admit that too, will you not?

Mr. Langsdale: Yes.

Mr. Tyler: Yes.

[fol. 3325] Trial Examiner Batten: We will proceed.

As I understand it, the exhibits have been marked from 18 to 38, inclusive.

(Thereupon the newspaper extracts above referred to were marked for identification "Respondent's Exhibits Nos. 18 to 38, inclusive, Witness Reed.")

Trial Examiner Batten: I presume this is the type of exhibit which, Mr. Ingraham, after it is photostated, you desire to withdraw the originals and substitute the photostats?

Mr. Ingraham: That is correct.

Trial Examiner Batten: Is there any objection?

Miss Weyand: No.

Trial Examiner Batten: Mr. Tyler?

Mr. Tyler: No.

Trial Examiner Batten: Is there any objection, Mr. Langsdale?

Mr. Langsdale: None.

Trial Examiner Batten: I presume, under the stipulation, I should indicate that respondent's exhibits Nos. 18 to 38, inclusive, are received, of course, with the stipulation of the parties.

Mr. Ingraham: Yes, sir.

[fol. 3326] (Thereupon the newspaper extracts referred to above, previously marked for identification "Respondent's Exhibits Nos. 18 to 38, inclusive, Witness Reed," were received in evidence.)

Mr. Ingraham: Mrs. Reed, it has been stipulated that you read certain newspaper articles that appeared in the Kansas City papers during the months of March and April. I will ask you if you read the article that appeared in the Kansas City Post on March 17, 1937, and what was the effect of that article on you?

A. Well, that article, as I remember it, told about the strike at the Gernes, Gordon, and Missouri plants, and details about the violence that was going on there, and it was very disturbing—

Mr. Langsdale: Just a moment. I object to the words "details about the violence that was going on there" as hearsay, and purporting to be the ultimate fact, rather than just what she read.

Mr. Hogsett: We will eliminate the word "the."

Mr. Langsdale: Withdraw "violence."

Trial Examiner Batten: It will stand. I think the article will show whether or not it bears out her characterization of it.

[fol. 3328] By Mr. Ingraham:

Q. Mrs. Reed, at the time you made the speech on March 18th to the employees, had you, at that time, read in the papers about the strikes at Gernes's and Gordon's?

A. I had.

Q. In addition to the newspaper articles, respondent's exhibits 18 and 19, did you read other articles in the paper?

A. I read all of the papers that were published in Kansas City, probably not all of the editions, although I read several of the editions. I read everything I could get hold of, every paper that came out, and I read the articles about the strike, because I was very much interested in what was going on.

Q. Mrs. Reed, I understood you to state that you left on the evening of March 18th for Florida?

[fol. 3329] A. I did.

Q. Did you read the Kansas City papers in Florida?

A. I did. The clippings were sent me, and I also had the papers that I read in Florida.

Q. Mrs. Reed, what was the apparent effect of the newspaper articles that were appearing in the paper, that you could observe, on the employees?

Mr. Langsdale: Prior to March 18th, or while she was in Florida?

Mr. Ingraham: Prior to this meeting of March 18th.

A. They were very much excited. They were disturbed, and I would say some of them were frightened. Some of them told me I was to be "taken for a ride"—

Miss Weyand: I object to this, unless she identifies the persons who told her and the instances of what the objective fact was, if there was excitement of certain girls. I think it should be more definite, rather than conclusion as to unidentified persons.

Trial Examiner Batten: I have no objection. I think it is proper for her to testify as she has, but when she states that specific persons talked to her about the matter, she should, if possible, name the persons, and what was said. Otherwise, that testimony might not have the weight that it would if the people were identified and the conversation stated by this witness.

[fol. 3330] The Witness: Everybody I came in contact with at the company talked to me about the violence.

By Trial Examiner Batten:

Q. Mrs. Reed, can you name any of these people, or what they said or told you?

A. Right at this instance, I can't specifically remember.

By Trial Examiner Batten:

Q. Do you mean Mamie Tubessing told someone who told you?

A. Yes, that they were going to "take me for a ride."

[fol. 3331] The Witness: I know the name, but it has slipped my mind at the present time.

Mr. Ingraham: That is all for the present.

[fol. 3332] Mr. Ingraham: I do want to reserve the right to recall Mrs. Reed if we think there is anything material she should add to what she has testified.

Trial Examiner Batten: You may recall any witness, Mr. Ingraham, if it becomes necessary.

We will proceed with Mr. Tyler, then; and following Mr. Tyler, Miss Weyand and Mr. Langsdale.

Cross-Examination

By Mr. Tyler:

Q. Mrs. Reed, did you ever directly or indirectly authorize Rose Todd to give orders to anyone in connection with the operation of the company's business?

A. I did not.

Q. Did you ever directly or indirectly authorize her to give orders or pass on wishes or preferences of the company to employees as to any labor relations they might have?

A. I did not.

Q. Did any other officer or executive of the company, to your knowledge, ever direct or authorize Rose Todd to pass on such alleged preferences of the company or orders of the company?

A. To my knowledge, they did not.

[fol. 3333] Q. Did any employee of the company ever say or intimate to you that that employee had the understanding that Rose Todd was authorized to express the wishes of the company?

A. No.

Q. Did you ever hear of any rumor or understanding among the employees that Rose Todd was understood to be authorized to pass on wishes or orders of the company?

A. No.

Q. As far as you know, there was never such rumor or understanding at the plant?

A. Nothing of that kind ever came to me.

Q. Did you ever hear of Rose Todd, without any right, assuming before the employees the right to speak for the management?

A. I did not.

Q. If anything of that kind occurred, it never came to your ears; is that correct?

A. That is true.

Q. I believe you testified this morning that Rose Todd was employed in connection with fixing piecework prices by the company before she left your employ, back in 1930 or 1931?

A. Yes.

Q. I will ask you whether after she came back to your employment in 1933, or thereabouts, she was ever employed by the company to take part in fixing piecework prices?

[fol. 3334] A. No.

Q. If, as a fact, she did take part in fixing piecework prices after her return, she was doing it for somebody else and not for the company; is that correct?

A. After the Donnelly Garment Workers' Union was formed, she, representing the union, O. K.'d the prices, or disputed them, with Mrs. Nichols, who made the prices.

Q. But at the time she was doing that, was she being paid by the company for any work in fixing piecework rates?

A. She was not.

Q. Were the employees bound by the system in operation in your plant to abide by piecework prices that were fixed by this committee of which Rose Todd was one member?

A. To my knowledge, the operators in our company have never felt bound to any piecework prices that were set, without any recourse. They always have felt—they not only have felt that, but they have exercised the privilege of discussing it personally with the one who was making the piecework prices, or with Mr. Baty or Mrs. Reeves or myself, whichever one happened to be there and they felt might do the most for them at the time.

Q. Has it been frequently or infrequently that the employees have protested against piecework prices, as fixed by this committee, with you or with Mr. Baty?

A. I would say rather frequently at times. It goes along a long time, and there is really very little done, and probably there are new materials come in, and some un-
[fol. 3335] usual styles come in, and then the operators find the changes upset their earnings, and immediately

they start to see people who will do something to change it.

Q. Have they made those protests through committees or chairmen of the Donnelly Garment Workers' Union?

A. My understanding is that when the Donnelly Garment Workers' Union was first started, they organized a committee that passed on prices and looked over prices, and that is a very big part of what they look after, is the piecework prices.

Q. Would you say that such a committee of the Donnelly Garment Workers' Union dealt with you or Mr. Baty or Mrs. Reeves frequently during, say, the first year after the organization of the union?

A. Yes. I think probably not as much the very first year, because the scale of wages and prices were pretty much gone into when the union was formed, but, as time went on, they were more and more. I know that in the beginning they didn't come about as frequently, they went to Mr. Baty; and then, as time went along, sometimes they would come to me; and I know that sometimes they went to him. In the last couple of years, since the year I was out of there entirely, 1939, after that they have come to me more frequently, because, I suppose, they have a little more trouble with the prices.

Q. Can you recall any of the subjects that this committee took up with you, say, in the first year or two after the union was formed?

[fol. 3336] A. So far back, it is difficult to place these specific things. I know, in the pressing department and folding department, there were some little dissatisfactions, and I made some changes in the arrangement there, in the way of the work, the way it would be handled.

Then there were piece rates. In a style business, where there are six lines of new styles coming out every year, there is always a certain amount of adjustment that has to be made, and to me it would be a rather routine thing, because those questions had always come up.

Now, they came up in a way that afterwards, where the union would come — Miss Todd, every so often, came to me, and many times we could settle it right there, be-

cause both of us understood the manufacturing and the prices, and Miss Todd had worked in the pricing department, and understood making piece rates, and of course, I had managed my factory myself for so many years, and I had worked on it so many years, on establishing piece rates, that we both understood, and very often Miss Todd could settle a thing right there, without going — without having to go any further.

She would say, "I don't think we are paying enough for a certain operation, as the material is hard to handle; it is more sheer than you had in this line before." Well, I would understand that, and I think they did overlook that. On the other hand, she might say that we had a lot of [fol. 3337] zippers, getting the price rates on zippers, and my contention all the time was, our method wasn't so good that I was paying enough on the zippers, if we could ever get them to the girls in the right way, and if they were handled, and the girl learned to do them right, we would raise the price sometimes, and we sometimes went all along the line, up and down, on zippers, and eventually, after several years, we got a very satisfactory price, where the girls could make very good money.

I remember that was one of the things that was constantly brought up, and when you sew a zipper in one kind of material, it is a little harder than it is in another kind, and it took us a long time to get that price adjusted and this, very often, came up.

Q. Did or did not Miss Todd make a definite demand as to certain individual girls who claimed they were underpaid or discriminated against in some way?

A. They made — let me see if I remember. The particular time that the under-arm seamers — they made some changes in the price, because we had some less expensive material, and what seemed easier, an easier kind of material to make.

At that time, Miss Todd brought her whole committee, and I think some of the under-arm seamers, to Mr. Baty's office, and then they didn't seem to be satisfied, so they asked me to come over, and I discussed that in Mr. Baty's

[fol. 3338] office, and the proposition of that underarm-
ing was presented to me, and I felt the committee was
right.

I called for Mrs. Nichols to come up and hear what they
had to say, and I instructed her to adjust that work as
they suggested that it be done.

Q. Weren't there dozens and perhaps hundreds of girls
that, through the committee, presented some sort of griev-
ance about their situation?

A. They did.

Q. And naturally you can't remember all of the in-
dividual details there, with an agreement, is that correct?

A. Yes.

Q. Now, how did these disputes come out? Did you
have your way, or did the committee always have its way?

A. Well, when I felt that the price was actually too
low, and the girl convinced me it was, and through my
experience thought, I pretty well ought to know, and they
convinced me it was, that the price was too low, I would
raise the price.

Q. There were times when I thought the reason that they
weren't making as much as they thought they ought to
make, was because of the — either the management, or
they weren't handling the work right, and sometimes I
felt that the planning department hadn't done a good job
as they should, and in those cases I would tell the girls,
"Well, I will correct that, and I think you will do all
right."

[fol. 3339] I had an attitude of being sensible, and I be-
lieve the committee wanted what was right.

Q. The complaints that were had were not decided al-
ways in favor of one side or another?

A. No, they were not.

Q. Has that custom of presenting complaints by the
committee or certain ones of the committee, continued up
until the present time?

A. It has. As a matter of fact, it got to a point where
so much of my time was given to that that I simply didn't
have the time, with all of my other duties in the business,

so I, last fall, appointed a committee to meet with the union committee, with the understanding that if my committee and the union committee couldn't come to an agreement, then I would come in and see what I could do, and that committee—they have worked back and forth, and only in one instance have they called me in.

Q. Do you recall any substantial complaint or demand made by the committee of the union, says within the last year?

A. Well, they asked for an increase in the wages. They asked for a flat 10 percent increase in the wages. I met with the committee and discussed that, and I told them that I thought that a flat 10 percent increase was not a fair thing to do, I felt that there were some people there, perhaps, that ought to have a little more, and I have thought some [fol. 3340] of the other classes of workers shouldn't have as much of an increase, and then there were a few people that I felt really shouldn't have any increase, that I felt their pay was already comparatively higher than the others.

Q. Was there more than one meeting in connection with that demand for increased wages?

A. Yes, there were several meetings on that.

Q. What was the net result of those meetings?

A. Well, the increase was granted, to a few, 5 percent, and an increase of 7-1/2 and an increase of 10 percent. There were a few that did not get an increase, but the representative of the girls that were sewing the shirring, we call them the shirr girls, they admitted that they were well paid, and they said they were not asking for a raise.

Of course, as to the 10 percent, if it went through, it would have been all right.

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Mr. Tyler: Within the last year or year and a half, I am just asking you to state any continuances of these com-[fol. 3341] plaints that occurred during the last year or year and a half?

By Trial Examiner Batten:

Q. The incident you are telling about, approximately, when did that occur, the negotiations about the increase?

A. Time goes on for me. That would be very difficult for me, to set a time.

Q. I don't mean the day. Was it this year or last year?

A. Well, it was this year.

By Mr. Tyler:

Q. When the demand first came from the union committee, as to increases in wages, when was that?

A. I don't remember the exact date, Mr. Tyler. I am under the impression it was early in the spring. It might have been last fall.

Q. Do you recall any negotiations with committees of the union with regard to adjusting the prices on certain piece-work operations, where the union complained the work had been made harder without the prices being raised in proportion?

A. I remember the collar girls felt their prices were not as high as they ought to be. They said that we were very particular about our collars, and they should be given a raise. As a matter of fact, we had a couple of meetings on these increases, with the collar girls. I believe they had been given a 7-1/2 percent raise, and they wanted 10, and they made a pretty good case for that 10 percent, and it was given to them.

[fol. 3342] Q. And were there or were there not other negotiations by union committees with officials other than yourself?

A. Yes.

Q. Mr. Baty or Mrs. Reeves or somebody else?

A. Yes, that is my understanding.

Q. Did that occur when you were away from the factory?

A. It was my understanding that it did, often.

Q. Do you recall any reason why the disputes arose with the committee of the union and the executives, as to pay on Decoration Day?

A. Well, that was one time when the committee called me in, because I didn't agree with the union representatives on that. I thought they misinterpreted the line in the contract. We were to pay for holidays, we had always paid for certain holidays, when they came in a working week, but I had never paid for a holiday when it came on a Saturday or Sunday, but someone had read in the contract.

they were to be paid for holidays. I don't remember just exactly how that line goes.

So they asked to be paid for Decoration Day as an extra day, and Decoration Day came on Saturday.

Q. Were there negotiations on that point?

A. Yes, there were.

Q. What was your position on that point?

A. Well, my position was that I thought they were wrong.

[fol. 3343] Q. How was the matter settled?

A. Well, I paid them.

Q. Did the committee take the position of insistence on that demand?

A. Yes, they did.

Q. Did that also apply to other holidays during the same year?

A. They thought—the 4th of July, fell on Saturday and they felt they should be paid for Saturday.

Q. How much did that decision cost the company, Mrs. Reed?

A. Well, the two days—I haven't the figures exactly, but I know not less than \$12,000, and probably \$14,000.

Q. What representation was made to you, if any representation was made to you, back in 1937, as to the number of your employees who belonged to the International Ladies Garment Workers' Union?

A. I don't know what you mean, Mr. Tyler.

Q. Did anybody come to you and say, "We understood, or it is a fact that the International Ladies Garment Workers' Union have such-and-such a number of members in your plant," were you given to understand that the International Ladies Garment Workers' Union had a certain or any number of employees belonging to the International Ladies Garment Workers Union in your plant?

A. I don't remember that I had any direct notice; there [fol. 3344] were a lot of claims about the I.L.G.W.U., they sometimes said they had a hundred.

Q. Did any representative of the I.L.G.W.U. say they had a hundred members or any other number?

A. There were a lot of loose statements, how many I don't know.

Trial Examiner Batten: The question is, did any representative ever come to you and make a claim as to the number of people in your plant belonged to the union?

A. No representative of the I.L.G.W.U., ever came to me about anything.

By Mr. Tyler:

Q. Did any information ever reach you, either through the International or anyone else, as to the International claiming a substantial membership in your plant?

[fol. 3345]. A. I read in the paper that a couple of girls had given out their views, and they were going down to represent the employees in the Donnelly Garment Company at the convention of the I.L.G.W.U.

Q. Mrs. Reed, after the change in the method of administration, I believe in December, 1940, did you know whether any members of the union withdrew from the union? Was any word sent to your office?

A. Oh, yes, the instructors withdrew from the union, and probably some other people who had been given responsibility in their departments.

Q. Do you know of any case where employees withdrew from the union and have ever been promoted to positions of greater authority?

A. Yes.

Q. Could you name any now?

A. Well—

Mr. Langsdale: Mr. Examiner, don't you think he ought to fix a time as to these withdrawals?

By Trial Examiner Bellman:

Q. You may tell us, if you can, about the withdrawals, and fix the time.

A. I remember Jack McConaughey being promoted, I am sure he would have withdrawn from the union.

Q. Did you know as a matter of fact he did withdraw, or do you know?

[fol. 3346] A. Yes, I know that he did. Yes, I know. he did withdraw.

By Mr. Tyler:

Q. Do you recall any others at the present time?

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A. Well, Mr. Jeters withdrew.

Q. And Dewey Atchison? A. Yes.

Q. In the normal course of business, a notice from the union that such-and-such a person had resigned from the union, would that come to your desk or would it go somewhere else, to Mr. Baty or somewhere else?

A. Well, it would eventually come to my desk in all probability.

Q. Now, Mrs. Reed, I can shorten my question without impropriety, I asked you about whether anybody in connection with the company, to your knowledge, ever passed out the word or allowed it to be passed out, that Rose Todd in some way represented the company. I will ask you the same as to Hobart Atherton.

A. To my knowledge they never did.

Q. How about Mrs. Gray? A. The same reply.

Q. How about Fred Brown? A. The same.

Q. And Mrs. Tyhurst?

A. The same reply to Mrs. Tyhurst.

Q. Do you know of any employee in the plant who was a [fol. 3347] member of this union, concerning whom word came out from anybody connected with the management that that employee had some authority to direct the employees or express the wishes of the company to the employees as to their labor connections? A. I do not.

By Mr. Tyler:

Q. Was there confidential relationship between yourself and Rose Todd? A. There was not.

Q. Or between any officials of the company and Rose Todd, so far as you know?

A. So far as I know, there was not.

Q. Will you state what the duties of Rose Todd were, as she was employed by the company?

Trial Examiner Batten: You mean at what time?

Mr. Tyler: In 1937.

A. I have already stated that, what she had to do. Do you want me to restate it?

By Mr. Tyler:

Q. Yes, I would like to have you restate it.

A. She went from section to section to see what notions and what would be needed to complete the garments that [fol. 3348] were being held up, that didn't go through in a routine way, and then she would see that whatever was needed would be sent down there. She did that herself personally. She had no department doing it.

As a matter of fact, the department that was responsible for doing it didn't. Also, seeing that it was performed perfectly, or sometimes it might be they were short of a certain material, and sent down what they had, and in the course of the work they didn't always send enough, so the result was the work would pile up in the section, and most of the time there was plenty of work there, new work to come in, and the instructor simply gave the new work to the girls with the idea that they would get those out later.

They would call up and find them, and Rose Todd went through to see that these things were supplied. That was her only duty.

Q. Did you, or any member of the management, so far as your knowledge goes, ever ask for or suggest to Rose Todd that she call a meeting of the employees?

A. I did not, and to my knowledge, no one else of the management did.

Q. In your direct testimony, you said that Mrs. Tyhurst saw that the work was up to standard. I recall words, "completely up to standard", I can't recall the rest of the sentence. Will you explain Mrs. Tyhurst's—whether she [fol. 3349] set the standard? A. Oh, no.

Q. Or merely looked to the work, to see if it was done the way it was required?

A. We have a standard quality for our work. We try to turn out a very high class work, and our method of production, it is a mass production, and it is difficult to maintain a standard of quality. There are so many things that can happen to the merchandise as it goes through the plant. Now, Mrs. Tyhurst constantly watches to see that it goes through and is made right. Sometimes work comes down and we cut a hundred dozen at a time, and there would be—a cutter will have made a little error, and there will be a notch out of place, so when the operator goes to sew it up, she has trouble with it. Well, perhaps she

just lets it go on through, and sometimes the examiner asks Mrs. Tyhurst to see whether she thinks it is all right, or what they should do about it, and sometimes the instructor will, and sometimes Mrs. Tyhurst will say, well, "We will just have to rip that all out, as it is not right, and I will see that it doesn't come down that way any more again."

She will go up to the pattern department, and say, "You will have to be a little more careful on this pattern. Perhaps we will put some more notches in, or we will furnish a gauge to the operator. She can't put this through with- [fol. 3350] out a little more instructions or help in the marking of the garment." Now, she picks up all of those kinds of things.

Q. In regard to the occasion on which the photograph was made of two girls handing you the petition of March 2nd, did I correctly understand your testimony to be that the girls came back a second time for the purpose of having their picture taken? A. Yes, they did.

Q. And that was on account of the suggestions of Mr. Roberts, that it was front-page news?

A. That is true.

Q. Do you recall the girls—did you ask them to come back for the purpose of having their picture taken?

A. I did not.

Q. That was a matter of a few minutes of being in the house, long enough to have their pictures taken?.

A. That is all.

Q. Was Mr. Baty present on one of the two occasions when those two girls were out to the house? A. Yes.

Q. But not at the other?

A. I don't remember him being there when the pictures were taken. He was there when they brought the petition to me. We had been working on plans for our new building, and I had been home ill with a cold, and Mr. Baty had been out working with me on these plans [fol. 3351] practically the entire day.

Q. On the occasion of the second conference on May 27th, Mrs. Reed, the day the contract was signed, the contract, the occasion in the afternoon, do you recall whether, at that final meeting, changes in the proposed contract were suggested by either side?

A. Yes, there was.

Q. And thereafter a final draft was drawn? A. Yes.

Q. Do you remember whether it included the changes asked for by both sides? A. It did.

Q. Do you recall what changes those were, at the present time?

A. Well, I think I went into that pretty much yesterday.

Q. Do you recall any argument about the words, "those who are employed" changed to "those who are retained", in connection with the requirement they join the union by a certain date?

A. I wanted to have people work a certain length of time, so that I would know they were satisfied before I would have any union telling me I had to keep somebody because they wanted to belong to the union. I wanted a reasonable length of time for them to be tried out, so we would want to know whether we wanted the employees, before we had any complications with the union.

[fol. 3352] I remember that very well, because I wanted to employ and select my own employees always.

Q. Do you remember whether there was any statement of whether that same provision was common in union contracts?

A. It was. It was discussed, and I said it was.

Q. Do you remember the union representatives made any comment on the desirability, from their standpoint, of having employees familiar with the actual conditions in this plant?

A. Yes, they felt they wanted them to know whether they wanted to work there or not.

[fol. 3353] By Mr. Tyler:

Q. What was the first information you had, if you can remember, Mrs. Reed, of demand for \$16.50 a minimum for employees of the union? How did that reach you?

A. It reached me through you.

Q. Do you remember when?

A. I do not remember exactly, I do not know just the incident. I know it was in one of your conferences, to get

it finished, the wages and other conditions in the contract.

Q. Was there considerable resistance against that, or not?

A. I still think that I shouldn't have been forced to put a \$16.50 actual minimum in that contract, but you will remember when we finished writing the contract, we finally settled on all the other things, and I still didn't think that was right; and Mr. Reed said, "Oh, it is late, and you are all set with everything else, and there are not many making less than that anyhow, so why don't you do it?" And I said, "All right," and we finally contracted that.

[fol. 3354] Miss Weyand: Mrs. Reed, I would like to have you state, if you will, just what your actual duties and authorities around the plant were, from January, 1935 down to date.

A. My actual duties and authorities?

[fol. 3355] Q. Taking the date, January, 1935, who was the person immediately under you? Was there any one person immediately under you?

A. I suppose Mr. Keyes, he was the person immediately under me.

Q. What was Mr. Keyes position?

A. He actually was sales manager, but he had the title of general manager.

Q. And how did you and he divide duties amongst yourselves? A. We didn't divide our duties.

Q. What did you do and what did he do?

A. He had the salesmen, the salesmen came directly under Mr. Keyes, but he had no authority to discharge any of them.

Q. Where was that authority vested? A. In myself.

Q. Who else came directly under Mr. Keyes?

[fol. 3356] A. Well, his secretary.

Q. You mean his personal secretary? A. Yes.

Q. Anyone else? A. Outside of the salesmen.

Q. He had no direct authority over any of the other executives? A. No.

Q. Did he have any indirect authority over them?

A. There was probably a difference of opinion, what authority he did have.

Q. As president of the company, what authority did you intend and express to him that he should have?

A. I expected him to produce the sales for the company.

Q. Did he have any authority over production of the company, or was his field limited to sales?

A. His field was limited to sales, I would say; I don't know how he could have much authority over production, because he knew actually nothing about it.

Q. Were there other persons under you whom you directed, under you besides Mr. Keyes? A. Yes.

Q. Who else was directly under you?

A. Mrs. Reeves.

Q. What was Mrs. Reeves' position?

[fol. 3357] A. Merchandise manager.

Q. We are talking of January, 1935, now?

A. January, 1935?

Q. Yes?

A. She was production manager, and general assistant to me in most of my activities.

Q. Now, did that position of hers continue to date, or has it changed since January, 1935?

A. It changed in July. Mr. Baty took over the management of the plant.

Q. In July, 1935, you are talking about now?

A. Yes, and Mrs. Reeves took over the general merchandising; some of my duties she took over as her own.

[fol. 3358] Q. Was anyone else immediately under you in January 1935?

A. Mr. Baty.

Q. What was his position in January 1935?

A. Mr. Baty was under Mrs. Reeves, really. I keep thinking of it being after 1935, the change.

Q. What was Mr. Baty's position, under Mrs. Reeves?

A. He was assistant to her in the plant.

Q. Was Mr. Baty your nephew?

A. He is the husband of my niece.

Q. What is your niece's name?

A. Catherine Baty.

Q. What were Mrs. Reeves's duties as production manager in January 1935?

A. It was her duty to see that the merchandise was produced.

Q. Who did she have directly under her, what sections of the plant and what supervisory officials?

A. She had under her Mr. Baty and the instructors.

Q. Was there anyone between the instructors and Mrs. Reeves at that time?

A. Not directly between Mrs. Reeves and the instructors. Mrs. Reeves had the instructors up in her office practically daily, discussing—a great many of her orders were directly to the instructors.

Q. Did Mrs. Reeves have under her any other departments of the plant, other than the sewing sections, with which the instructors, I understand, were associated?

Mr. Reed: This is limited to January 1935?

Miss Weyand: Yes.

A. The cutting department—I would say everything that had anything to do with production.

By Miss Weyand:

Q. Would that include shipping?

A. No. The shipping department has never been under the production end of the business.

Q. What was it under?

A. It has always been under the sales division.

Q. Would that be under Mr. Keyes?

A. Yes, it would be.

Q. Where was the maintenance department located, with reference to Mr. Keyes, Mrs. Reeves, or someone else?

A. The what?

Q. The maintenance department.

A. Mrs. Reeves.

Q. Where was the accounting and office department?

A. On the 10th floor. And that department at that time was under— Let me see. In 1935, I believe it was under Mrs. Keyes, the accounting department.

Q. Was Mrs. Keyes directly responsible to you?

A. Yes.

Q. Did Mrs. Reeves hire the employees, or have any [fol. 3360] thing to do with the hiring of the employees in the departments which were under her?

A. The clerical employees, I am sure she would advise with Mrs. Hyde on. Mrs. Hyde was our personnel director. She has always done all of the employing.

Q. Would she consult with Mrs. Reeves with reference to the employment of persons in the departments under Mrs. Reeves?

A. I say she would, yes.

Q. Who did the discharging in the departments under Mrs. Reeves?

A. I would say Mrs. Hyde would.

Q. And how would Mrs. Hyde know who to discharge?

A. It would be discussed with Mrs. Reeves. I don't know whether there were ever any discharges made there. We discharge very few people in our place. We change them around a great deal. Mrs. Reeves might say, "I have someone in my department that I don't think can do the work," and then our practice is to change them to some other department.

Q. Who would determine whether she should be given a chance in another department?

A. Whoever was in the other department.

Q. Who would determine that she should have a change made?

A. Mr. Reeves probably would.

Q. Did the instructors play any part in making that decision in January 1935?

[fol. 3361] A. Yes. The instructors would come to Mrs. Reeves and say, "I can't get along with this girl," or something, and suggest a change.

Q. Who determined when girls should have raises in January 1935?

A. Well, most of those raises were brought up with me. Mrs. Reeves would probably bring up some, and Mr. Keyes would— Mr. Keyes might give a stenographer, a \$2.50 or \$5.00 raise without discussing it with me, but no very large raise without discussing it with me.

Q. Would the instructor be consulted in connection with raises?

A. The instructor would have pieceworkers. She wouldn't have time-workers working under her.

Q. I understood you to say in your direct examination that on occasions you made up the amount of the normal average earnings of an employee during a week when their piece rates did not bring them up to the amount that had been their usual average. Is that correct?

A. That is correct.

Q. Who would make the determination that a given girl would be given such a bonus, as I believe you called it?

A. For a good many years I did that myself, and Mrs. Reeves was the person who did that later, and after that Mr. Baty did.

[fol. 3362] Q. Speaking of January 1935, would Mrs. Reeves consult with the instructor in determining that?

A. She would probably ask the instructor why the girl didn't make what was her average.

Q. Was that a regular procedure in your plant?

A. Yes. From the first time that I had any piecework operators, someone—in the early days, for a good many years, myself—would look over the piecework cards every week, because we have always felt a strong responsibility about our pieceworkers making their regular average.

Q. In January 1935, who looked over the cards weekly; or were they looked over weekly?

A. They were looked over weekly. Mrs. Reeves did. Now, she may have had some help with it, but that was her responsibility.

Q. Was it the practice of Mrs. Reeves to consult regularly with the instructors a few days before payday to determine which girl should be given more than her piecework rates indicated?

A. As I said before, she would ask the instructors why this girl had fallen down, with the idea that the instructor would tell her perhaps the mechanic didn't come in time to fix her machine, she had to wait an hour or two hours, or that the work the girl was doing then wasn't her regular kind of work, and she didn't do it so well, she would ask [fol. 3363] the instructor to come and tell her the reason why that girl fell down.

Q. Was that done previous to each payday?

A. Yes. Sometimes, if Mrs. Reeves wouldn't be satisfied with what the instructor said, she would call the individual girl up there herself. I know that was my prac-

tice when I looked over the cards and a girl's earnings had varied a great deal; I would want to find out from her, herself.

Q. Did Mrs. Reeves have anyone else to assist her in her work, aside from Mr. Baty and the instructors?

A. There were other people in the plant. There were the instructors, there were the girls on the floor, and there is a general instructor—she had a general instructor.

Q. Who was the general instructor?

A. Mrs. Wherry.

Q. Was that her title in January 1935?

A. I would say it was. We never were very definite about titles for people. Sometimes they just assumed them, themselves. But that would be what I would say she was.

Q. Did you carry them on your pay roll with given titles?

A. Not that I know of.

Q. Where did Mrs. Lena Tyhurst fit into the picture in January 1935?

A. Mrs. Tyhurst originally was an instructor. I don't know whether she was still an instructor then, or whether she was doing the work she is doing now.

[fol. 3364] Q. You would not be able to recall what time she graduated from an instructor to her present position, and whether there were any intervening steps?

A. Well, I don't remember. I've always thought of Mrs. Tyhurst as being a person who knew just how good the work ought to be done, and I don't remember.

Q. You wouldn't know whether she did that in January of 1935?

A. I really wouldn't, Miss Weyand.

Q. What would the earliest period be that you would know that she was doing that work?

A. Well, I know definitely that she was doing it in the fall of 1939, that I charged her with the responsibility of really getting the work through, and told her that she would have the authority that she had to have to get it through.

By Trial Examiner Batten:

Q. Was that in the fall of 1939 or 1940?

A. 1940. That's right. In 1939, I wasn't there. It

was in the fall of 1940, when I came in and did a great deal of organizing. That was the time Mr. Keyes got out.

Q. Was she doing her present work at the time of the prior hearing? I think that was in the summer of 1939.

A. When Mr. Baty took over the plant, when I gave him complete authority in the plant, he made some changes in his method of manufacture, and I didn't completely follow that through.

[fol. 3365] Q. Then, you couldn't say when, if there was any change?

A. No, I couldn't.

By Miss Weyand:

Q. Was Mr. Bachofer with you at that time, January 1935?

A. I don't remember the year Mr. Bachofer came. It would be easy to find out, but I don't remember.

Q. When he came, what was his first position with the company?

A. Mr. Bachofer is a certified accountant.

Q. You don't have any idea when he first began working for the company?

Mr. Hogsett: Can't we ascertain that—

Mr. Langsdale: I think she is entitled to test her memory now.

Mr. Hogsett: I thought you really wanted to know the date, rather than testing her memory.

Miss Weyand: No, I want to know how closely she was associated with it.

By Miss Weyand:

Q. Who was Mr. Howard?

A. Mr. Howard is our New York manager—manager of our New York office.

Q. How long has he been with the company?

A. About, I would say, around 15 years.

Q. Was he head of the New York office in January 1935?

A. He was.

[fol. 3366] Q. What was Buelah Spilsbury's position in January 1935?

A. Head of the designing department.

Q. What was Ted Scoles's position at that time?

A. In 1935 he was a cutter.

Q. And the head of the cutting department at that time was who?

A. The head cutter was Herbert Fountain.

Q. Did you call him an instructor?

A. I call him a head cutter.

Q. Was his relation to the cutters under him in any way different from the relationship of the instructors to the girls in the sewing department?

A. Well, a head cutter—

Q. I am speaking of January 1935.

A. Yes. A head cutter has more or less of a defined position in the industry. I have employed a number of experienced cutters, and they, naturally, follow the standard ways of the cutting department.

Now, the instructors, that is an institution that I put into the business myself. I don't believe that outside of Kansas City there are any plants run with instructors.

So, I wouldn't say that a head cutter— He might do about the same thing, but you employ skilled cutters in a cutting department.

Now, in a sewing section, in Kansas City, anyway, [fol. 3367] we don't have a great many skilled sewers. In the Donnelly Garment Company, particularly, we have trained a great many of our own operators. I set up the system and worked that out in my own plant, to serve my own purpose, and to turn out my merchandise as I wanted it turned out. I started in doing mass production on style merchandise, and that field wasn't very well developed when I started it, so the instructor is a person of more or less my own institution.

Q. Would you, then, state what the duties, responsibility and authority of the head cutter were in January 1935?

A. The work would come down to the cutting department and he would tell what cutters to do which cutting. Some of the very particular cutting he would do himself, some of the trimmings. He was a very fine cutter.

Q. How many employees did he have under him?

A. I don't know exactly. Perhaps a couple of dozen.

My business has grown so gradually through all of the years that it is very difficult for me to say how many people we had in any one department at a certain time.

Q. Were they on piece-work or time-work?

A. On time-work.

Q. If a raise were given to any of them, what part did he play in the determination of who should receive the raise and the amount of the raise?

A. Very little.

[fol. 3368] Q. Who determined that?

A. Well, probably in 1935 I determined a great deal of it myself.

Q. How would you know which one of the cutters should receive a raise?

A. Most of them had worked under me for a great many years. I had managed the cutting department when I was managing the plant. As a matter of fact, I did my own cutting, with a cutting machine, a year or two, when I first had the plant.

Q. How much of the time were you present around the cutting room to determine who did skillful cutting and how much work he did a day, around January 1935?

A. I wasn't in the cutting department very much, but I had established a general price for cutters, and the general policy in the business was, if people stayed a long time, they were supposed to improve as they stayed. So, every so often we would decide, after we would have a very good year, that we could give some raises, Mrs. Reeves and myself, and we would probably consult with Mr. Fountain. We would say such and such a person had been there a good while and, as far as our experience with that person was concerned, he had been a very good worker. Mrs. Reeves was in and out of the cutting department a lot, and she, in a general way, knew the type of cutting this particular person did. So, if there was no complaint about the person's being indolent, or that sort of thing, in the work, we would decide to give him the raise.

[fol. 3369] Q. Where would the complaint of indolence have come from?

A. Probably from Mr. Fountain. I think that is a regulation thing for a head cutter. I have read some contracts of the I. L. G. W. U.'s, and they say, "Nothing in this con-

tract will prejudice a head cutter in the union by attending to his business"—words to that effect.

Q. Would Mr. Fountain also recommend who would be kept during a slack season and who would be laid off?

A. That would be a matter in which he would be in consultation. We had very few slack seasons.

Q. I failed to ask you, with regard to instructors, if they recommended who would be retained during slack seasons and who laid off?

A. Sometimes it would be that someone would—they would say such and such a woman had a husband who made good wages, and it wouldn't hurt her to take a few weeks off, and say, "Some other person is completely dependent on their wages and I think we should try to keep them, if we can." Sometimes we would have a certain kind of work, and an operator wouldn't be able to do that kind of work at all, so, even though we might want to keep her on, we would have to lay her off, because there wouldn't be anything she could do.

Q. You would know from the instructor which kind of work she could do?

A. There were so many of the people at that time that [fol. 3] I knew myself what they could do, and Mrs. Reeves did from our general information, that we didn't depend entirely—

Q. How many girls did you have at that time?

A. I would say—

Q. This is January 1935.

A. In the plant there were probably 500. ✓

Q. And you and Mrs. Reeves knew them well enough that you would know in each given case, as a general rule, whether the girl could do the operation which you intended her to do?

A. Not every one of them.

Q. What percentage of the time would you and Mrs. Reeves know, as to Mary Smith, or any other given girl—

A. There wouldn't be any— There would be a certain group of them there would be no question about, because there was lots of work to be done, and in any of these lay-offs the whole group wouldn't be in question.

Q. When individual names did come in question, how often—half of the time—would you and Mrs. Reeves know who the girl was and what she could do?

A. I couldn't tell you whether it would be half of the time or not.

Q. Have you any general notion as to how often it would be your knowledge, or how often you would call the instructor for that knowledge?

A. No, I haven't, not in a definite sense.

[fol. 3371] Q. You would have to call the instructor in a great many cases?

A. Yes.

Q. What was Marvin Price's position in January 1935?

A. He was in the maintenance department.

Q. How many other persons were in the maintenance department?

A. Oh, I don't know. There were several. Marvin usually bought supplies, janitor supplies, and small things that were used in the maintenance department.

Q. When you say "several," would it be six, or twelve, or twenty—

A. Do you mean janitors?

Q. In your maintenance department, in which Marvin Price worked. A. In 1935, we didn't have these departments so well set out. As I said before, this business grew up sort of like Topsy. When we needed more people, we put them on, and when a bright boy would come out with initiative and be willing to take responsibility, they would help, and that is the way the whole thing grew. It just got to be a big business without any—I didn't consciously departmentize the place to any great extent.

Q. When a machine needed repairing, who was notified?

A. Well, we had a machine shop there and—

[fol. 3372] Q. Was that part of the maintenance department which Marvin Price was connected with, or was he in a separate division?

A. That was in the mechanical—just where they had a cage, they call it, where they keep the parts of the sewing machines, and we usually had a boy answer the phone, and if the machine was out of order, they were called, and whoever answered the phone, if the belt was broken, or something had happened to the belt, this boy who answered the phone was supposed to know who to send to have the repairing done.

Q. Was that part of the maintenance department?

A. That would be part of a maintenance department.

Q. Was Marvin Price associated with that machine shop in 1935?

A. Marvin was a mechanic, and originally he had done repairing of machinery, and then he had been there when there were not very many, and he had done a lot of everything. He was a very skilled mechanic. I think there were times when they called on him to help fix the machines.

Q. Was there anyone at that time in this maintenance department who had the position that would be analogous in any way to an instructor or a head cutter?

A. I would say not.

Q. Who determined their lay-offs or raises in pay?

A. Well, the ones that made higher wages, most of them, I gave most of the raises myself. You may think it queer, but I did.

[fol. 3373] Q. Did you know what work they did?

A. I know, for instance, Lyle Jeters was a very clever mechanic, and I came in close contact with him in my designing. There would be a new idea that we wanted to put on a garment, and I would call him in to see if he couldn't make an attachment to put that through so we could sell our garment at a low price. He seemed to be very clever.

I looked over—I think perhaps 1939 was the only year when I haven't ever so often looked over our pay roll cards to see how much people were doing and how they were getting along. I had certain contacts with them, just in the natural running of the business, in the designing and getting up the line, with the mechanics, asking them to do certain things, and sometimes the younger boys would come up and ask for a raise. He might come to Mrs. Reeves, and Mrs. Reeves would think he was a bright boy, and he would tell her what he was doing.

We didn't run our plant like they do the army. Mr. Keyes tried to do that, but it was pretty bad, the effect he got there.

Q. Did he establish anyone as a supervisor in charge of the machine or maintenance department?

A. If he did, he did it without any authority and without my knowledge. The one thing I had an understanding with Mr. Keyes about when he came to work for me was

[fol. 3374] that I was running my own business, and I asked Mr. Keyes to not misunderstand me. When I gave him the title of general manager, I thought probably it would be a good thing to have a general manager there, but I didn't want him to misunderstand me, I was going to run my own business; I wanted him to get sales for me, and that was his big job, but he couldn't employ a salesman without my O. K.'ing it, he couldn't discharge a salesman without my O. K.'ing it, or he couldn't discharge anybody without my O. K.'ing it. That was a very definite understanding I had with Mr. Keyes, and it turned out to be very fortunate for me that I had that understanding. With my knowledge, Mr. Keyes never discharged anybody.

Q. Did you later ever hear of his doing it, or was it done without your knowledge at the time it was done?

A. At the present time I don't remember of his ever having discharged anybody.

Q. Did you know of his ever appointing anyone as supervisor of the machine or building maintenance department, or giving them a title?

A. If he did it, he did it without my consent or authority.

Q. Have you heard since that he did such a thing?

A. No, I haven't. You told me today he did, but that is the first I heard of it.

Q. I didn't say he did. I just asked—

A. If he did, I never heard of it.

[fol. 3375] Q. Was Ella Brown working for the Donnelly Garment Company in 1935? A. Yes.

Q. What was her position at that time?

A. Secretary to Mrs. Spilsbury.

Q. What were her duties as secretary to Mrs. Spilsbury? A. Regular secretarial duties, I would say.

Q. She was a personal secretary? A. Yes.

Q. She did not help design? A. No.

Q. What was Florence Strickland's position in 1935?

A. She was a pattern maker. She made the patterns for the size 14's I testified to this morning.

Q. How many other pattern makers were there?

A. Oh, regularly, probably three or four, maybe five, but they were graders, mostly. Then, we had graders come up from the cutting department, but they were not pattern makers. As a regular pattern maker, outside of

the designers, I question if there was any other pattern maker.

Q. But there were other people who did assist in making patterns?

A. They did the grading of patterns, of the sizes. After Mrs. Strickland made a correct size 14, then there were other people there that did the grading.

[fol 3376] Q. Besides the four or five who did that regularly, there were a number of others, from time to time, who would do that; is that correct?

A. Not any great number. Probably two or three from the cutting department.

Q. Was there anyone in the pattern department who held a position similar to instructor or head cutter?

A. No.

Q. Who determined if a girl should be laid off for a slack period in the pattern department?

A. We didn't lay off anybody in the pattern department for slack periods.

Q. Who determined whether or not a girl should receive a raise? A. I did.

Q. Would Mrs. Reeves also be involved in that determination?

A. Not to any great extent, not in the pattern department. That pattern department was run in connection with the designing department, and our designers make patterns for their own garments. Our designers also assist in the grading.

Q. Was Rose O'Leary working for the company at that time? A. She was.

Q. What was her position?

A. Keeping track of orders for Mrs. Reeves.

Q. Did she have anyone to assist her?

[fol 3377] A. I don't believe she did in 1935.

Q. What was Dewey Atchison's position in 1935?

A. Well, Dewey had— Let me see. January, 1935, Dewey, I think, at that time, was working very closely with Mrs. Reeves on the amount of labor that was on garments and how was the best way to put them through the plant.

Q. Was he her assistant? Did he have the title of assistant? A. I didn't give him the title of assistant.

Q. Did he bear that title around the plant, so far as you know?

A. Not as far as I know. He had specific duties to do. Dewey has always worked with the cost of labor and the amount of work that goes on a dress, and that sort of thing.

Q. What was Lena Tyhurst's position in January, 1935?

A. I think I told you I couldn't just place her position right now.

Q. I'm sorry. I didn't realize I had asked you about that.

Did these positions you have described continue in effect until July of 1935, substantially?

A. Yes, I would say so.

Q. You don't remember any one of them changing before July of 1935? A. No.

Q. How many of them were affected by the changes you [fol. 3378] have related occurred in July, 1935?

A. The people that were in the plant that worked under Mr. Baty?

Q. Yes. All of those were affected?

A. Well, I asked Mr. Baty to take over the responsibility of settling things with the workers themselves. I thought perhaps that would be a better way to run the plant. He had had nothing else to do but be in the plant.

Q. What title did he assume in July 1935?

A. I suppose, production manager. I have paid so little attention to what kind of titles people have down there that, to pin me down on it, I really don't know.

Q. You described Mrs. Reeves as production manager in January 1935. Then, as I understand, he took over that position. Is that correct? A. Yes.

Q. What did Mrs. Reeves's position then become?

A. Merchandise manager.

Q. Did Mr. Baty have under his supervision the departments which you have described as being under Mrs. Reeves's supervision prior to the time he took over?

A. With regard to the plant and production, yes.

Q. That included the cutting department and all of the sewing departments? A. That is right.

[fol. 3379] Q. What other departments, if any, would that include? A. The pressing department.

Q. I have failed to ask you about the pressing department. Did that have an instructor? A. Yes.

Q. And that instructor's authority from January 1, 1935, to July 1, 1935, was similar to the description you have given of the instructors' in the sewing departments?

A. That is right.

Q. I believe on direct you testified that Mr. Baty made a change in the instructors' authority and duties. Would you describe that, if that is true, and what the change was?

A. Well, the change was especially in the authority over the girls that worked under them.

Q. Can you be specific and state what changes were made?

A. Well, it had been—the differences that would come up about whether a girl wanted to do a certain type of work, the operator sometimes wouldn't want to do it, and the instructor didn't feel free to say that that was the thing for her to do, and she would call Mr. Baty, or if she didn't call Mr. Baty, the operator probably would. If there was to be a transferring of one girl from one section to another, Mr. Baty decided that.

Q. Did he confer with the instructor in deciding that?

A. He might, but he didn't have to.

[fol. 3380] Q. Do you know what his practice in that regard was?

A. I think he conferred mostly with the girl and decided what she wanted to do.

Q. Did the practice of the instructor meeting with the production manager weekly prior to pay date to determine the bonus continue after Mr. Baty became production manager?

A. Not generally.

Q. Would you deny that the instructors, after July 1935, continued to meet with the production manager weekly to go over the time cards of the girls' to determine whether they should receive a bonus in the event their piece rate pay for the week did not come up to their average rate of pay?

Do you understand the question?

A. I understand the question. I don't know to what extent that was changed, but it is my understanding that to a great extent that was changed.

Q. What is the extent of your knowledge about it; that is, what is your knowledge based on?

A. My knowledge is based on the authority that I gave Mr. Baty, and also on the information that I have received from the instructors themselves, and some of the operators, that it wasn't working and that they would like to have—even the girls, themselves, would like to have the instructors be able to settle things with them. They thought that, at least after the plant had grown some, Mr. [fol. 3381] Baty was not available enough to understand their problems, and the operators preferred to settle those things with the instructors. And I very definitely know it from the instructors, feeling that they couldn't do their work as efficiently or with as little effort as they could if they had had authority to settle things with the operators as they went along.

Q. Did Mr. Baty or any of the instructors tell you that the instructors did not meet with him when he went over the time cards weekly? A. They did not.

Q. You did continue to give them the same type of bonus when a girl was unable to make her average, did you?

A. They continued to give a bonus, but my belief and information is that Mr. Baty did more just raising the price of the garment.

Q. Was it your understanding that a girl was to be paid only for what she made, if her machine broke down, or she was given a style which she had not previously worked on, or a more difficult style, which resulted in a smaller total amount of pay she would receive?

A. No. My understanding is that the instructors were asked to send in a notice of how much time a girl lost, or Mr. Baty informed himself by constantly going through the plant and seeing what was happening.

Q. Could Mr. Baty be going through the plant on such [fol. 3382] visits to determine as to each of the 500 girls why their total pay as showed on the time cards, figured by piece rates, was less than their average?

A. I am sure there was never a time when the whole 50 girls fell down on their piece rates.

Q. I was referring to any given girl out of the 500.

A. In all probability, he would have heard about it long before the end of the week was up.

Q. Isn't it true in your business that very often a girl makes less than her usual average, due to difficulty in handling a new style, or some machine breaking down?

A. I wouldn't say that they often do, no. I don't think they do often. I think it is an unusual thing.

Q. As I recall, you wanted to put a provision in the contract which was being negotiated, to allow you to continue your practice of pay, with respect to the matters I have been referring to?

A. That was because there wasn't so much of it.

Q. Will you describe the number of instances which would come under that provision you proposed in the contract? A. I wouldn't be able to describe that.

Q. I believe when you were testifying on direct you mentioned the two I have been referring to, that is, the new style which a girl might not be able to make as much money on when it first came through, because she wasn't used to [fol. 3383] dealing with it, or the breaking down of the machine.

A. A number of our styles have many operations that are the same operation, time after time. For instance, we have a little shirring on almost any dress, and in my shirring department rarely any girl makes less than \$25.00, and many of them make \$40.00 and \$50.00 every week. Then, there are the hemmers, the same way, and the girl who sews the sideseams. There are many operations where it doesn't make any difference from one year to the next what happens, but it's just like if you have a child who is thrown out of the window, even if it is only one child out of a million, it is your child, and it is important; and as to the operators, if the other 999 girls in the factory made their amount and that one girl fell down, it might mean a lot to her that week.

Q. My specific question was—which I do not think you have answered yet—what other course of events, other than the new style and the breaking down of a machine, might account for a girl's making less than her average, which would be covered by the provision you wished to put into the contract?

A. Right at this moment I don't think of any other.

Q. Those were the two you had in mind?

A. More particularly, the new style. We have an unusually good set of mechanics, and I have some very

high-class equipment, and it has always been my practice to furnish first-class equipment in the plant.

[fol. 3384] Q. You stated, I believe—correct me if I am not correct—that Mr. Baty would take care of a girl's falling down by raising the piecework prices. Would that be correct?

A. Sometimes.

Q. Would that occur when it was a new style and the girl was making a lower amount of pay for the week because she was just getting on to that new style?

A. Yes.

Q. You mean he would then raise the piece rate on it, even though he thought that after she became more experienced at handling it she could make her average with the piece rate originally set?

A. I think he did that sometimes.

Q. What would then occur? Would the piece rate be lowered as she became more skilled at handling that style?

A. Very often not. She just made that much more money.

Q. Would the instructor act as intermediary between the operator and Mr. Baty in informing him if a girl had difficulty with making her normal daily average on a new style?

A. Probably so. Sometimes she would. But he was right there in the section, and probably the easiest thing to do would be to ask the operator.

Q. What were the changes made in December of 1940?

[fol. 3385] A. In what department do you mean, Miss Weyand?

By Miss Weyand:

Q. In understood your testimony on direct was that as the result of a budget plan you made extensive changes in the matter of the organization of your business and the responsibility vested in various persons who it is claimed lacked supervisory authority prior thereto. Is that correct, that you did testify to that?

A. I did, yes.

Q. I want to know the extent and nature of the changes.

[fol. 3386] A. I think I already testified to that in direct examination.

Q. I think you can be more specific, if you will, please. Was there any change in the general set-up between July, 1935, and December, 1940, in regard to the amount of supervisory authority?

A. There was.

Q. What were those changes?

A. We set up the budget system for the first time.

Q. Prior to the setting up of the budget system, were there any changes?

A. I believe that — you mean just the month or two? This didn't happen all in one day.

Q. Was the picture you have given me of the managerial situation as worked out by Mr. Baty in July of 1935, in general, continued in effect until your budget plan came into operation?

A. Yes, in that November or December, I don't remember exactly the date, those changes were made.

Q. You are certain it was in November or December of 1940, though?

A. Yes, I am certain of that.

Q. It was not earlier?

A. No.

Q. Would it be fair to state that your changes in [fol. 3387] November or December of 1940 reinstated, substantially, the situation that existed between January, and July of 1935?

A. That is a very broad statement, and I say that would probably not be entirely fair. Mr. Baty was still managing the plant, and I merely instructed the instructors to take enough authority to get their work through more efficiently than they had done in the last few years. They were still under Mr. Baty.

Q. Was that the only change made as a result of the budget?

A. Oh, no. The instructors really had nothing to do with the budget. There are no budgets on individual sections.

Q. I understand, when you were describing it, you attributed the resignation of the instructors from the Donnelly Garment Workers' Union to the institution of the budget plan?

A. You misunderstood it, then. I don't believe that I put that in the record.

Q. The record will show what you said, but I got that impression, and I would like to have you clear it up, if you could explain it to me.

A. The instructors had nothing to do with the cost of maintaining their sections, and I didn't intend that they should be included in any way as having a responsibility in the budget system. It merely — the general reorganizing of the management of the business was in connection [fol. 3388] with putting in a budget system. The main reason that I changed it, gave the instructors more authority, was that I didn't want the work to pile up in the sections, and the instructors felt that the operators felt they didn't have to do anything that Mr. Baty didn't tell them to do, when they didn't want to do it.

Of course, if all of them took a notion that they didn't want to do anything that Mr. Baty didn't tell them to do, it is a fact that we couldn't have gone on at all. Naturally, there were a few in a section, but at the same time, the instructors felt that they ought to be able to say to a girl, "Now, this work has to be done, and has to be through, and you must do this particular operation," and then they could have the work through in an orderly fashion, and wouldn't pile up, and stay in the section a long time.

I never heard any complaint from any operator after the instructors were told that they could say that to the girls and they could settle their own small things in the section, without calling Mr. Baty.

Q. Had they been able to do that prior to July, 1935?

A. Yes.

Q. So the authority which you vested in the instructors in November or December of 1940, was the same as the authority they had held prior —

A. I did not say that. That is your own conclusion.

[fol. 3389] A. No, that same authority was not given back.

By Miss Weyand:

Q. What was the difference?

A. Well, one difference was Mr. Baty was running the plant.

Q. What difference did it make if Mr. Baty was running the plant rather than Mrs. Reeves, in reference to the instructors' duties?

A. Mr. Baty felt that there were a number of these things that he could handle himself, and handle them better.

Q. What were those, specifically?

A. Well, one of the things, I think, was the complaint about the piece work prices.

Q. Prior to July, 1935, those were made to instructors, weren't they?

A. The complaints would be made to instructors, yes.

Q. From July, 1935, until November of 1940, they were not made to instructors, is that correct?

A. Well, I can't say no complaint would be made to an instructor, but Mr. Baty did more to settle those complaints, I am sure, than Mrs. Reeves did.

Q. And that manner of settling complaints was not changed in November of 1940.

A. That didn't come up. The instructor didn't say [fol. 3390] that she had to settle the piece work prices to run her section. The main thing that the instructors said to me, several of them did, was that they wanted the authority to say to a girl that she must do the work that the instructor assigned to her.

Q. Is that the only change that was made enlarging the authority and duties of the instructors in November of 1940?

A. The instructors thought that was a great change.

Q. Is that the only one, is my question.

A. I don't know whether there were any others. That was the main change.

Q. Then there were no other changes as far as you know?

A. I don't remember whether there was.

Q. Did that change, in your mind, require that the instructors resign from the Donnelly Garment Workers' Union?

A. I had no opinion on that. I still don't have any opinion on that. I feel that is something between the instructors and the union.

Q. Immediately after you gave those instructors that enlarged authority, you received resignation notices, that all of the instructors had resigned from the Donnelly Garment Workers' Union, is that correct?

A. The notice was sent to the company, and sometime along the line it came to my attention.

Q. That was subsequent to the time that you vested this enlarged authority in them?

[fol. 3391] A. Yes.

Q. Do you recall how long subsequent to your notice to the instructors they had this authority?

A. I do not.

Q. Do you have any idea whether it was a month or six weeks to two months or more or less time?

A. I don't remember; because I didn't attach any importance to it. The information came to me, just like a lot of things come to my attention or to my desk, that have happened.

Q. Were you given a written notice?

A. I personally was not. I am inclined to think the accounting department got the notice to quit deducting the dues from the instructors' pay.

Q. Do you know whether that notice was in the form of a letter from the instructors individually, or from the Donnelly Garment Workers' Union?

A. I don't remember that. I remember that, of hearing that a notice had come from the union that the instructors had resigned, or perhaps they asked them to resign. I don't know, because I really didn't feel that was anything that I had any responsibility about, and I had so many things to do, I didn't think anything about it.

Q. After you determined to change the authority of the instructors, what manner of notice did you use, in telling the instructors that they had an enlarged authority?

[fol. 3392] A. I had a meeting with the instructors in my office, with Mr. Baty.

Q. Do you remember the date on which that meeting was held?

A. Not the exact date.

Q. Would you know the month?

A. I know that it was in — sometime in November or December.

Q. Of 1940?

A. Of 1940, yes, after I had a number of reports from Mr. Bachofer.

Q. Did the company — the Donnelly Garment Workers' Union, take any part in the presentation of a complaint which you said you had received from the girls as to the unsatisfactory nature of the instructors' authority, prior to December of 1940?

A. I don't quite get your question, Miss Weyand.

Q. I understood that your change in the authority of the instructors resulted from complaints from the girls and from the instructors, is that correct?

A. My main reason for making that change was that my complaints were from my customers, that they weren't getting their merchandise on time. They were getting — they were not getting sufficient shipments, and they didn't have enough on hand at one time to advertise the line. That was the main thing that made me think about it. The merchandise was not coming through in time.

[fol. 3393] Q. Didn't you also receive a statement from girls that they preferred to have the instructors' authority enlarged?

A. That was after it happened.

Q. I see. What method was taken of notifying the girls that this change had been made in the authority of the instructors?

A. I don't know. I simply told the instructor that she did have the authority to say what work a girl should do, and I suppose each instructor used his own way of telling the girls, because I didn't hear about it any more. The main thing I got was much better results. I got no complaints, but immediately got better results in my manufacturing.

Q. Was the authority of your head cutter affected at all by either the change in July, 1935, or the change in November or December of 1940?

A. The head cutter, the change there was based on the budget. He was told that the expenses in the cutting department had grown very high, and he was expected to spend more time and have more authority in directing his

work, so we would get better results, and that was based on the budget.

Q. I take it, in that regard, you are speaking of November or December, 1940?

A. Yes.

Q. Was there a change in the head cutter, in July of 1935, analogous to the change in the instructors?

[fol. 3394] A. Yes.

Q. Can you state specifically how that worked out in relation to the head cutter? You have indicated his authority was always somewhat different from the instructors.

A. In that particular instance, I don't think that there was very much change. I don't think that Mr. Fountain had ever held himself up as a real boss. He worked right along with the men. He seemed to get along with them so well. I don't think there was anything in the cutting department that the cutters thought they had a boss.

Q. What authority did the head cutter assume after November or December of 1940?

A. I don't know. He was supposed to do a better job of getting the work out.

Q. Could he recommend the discharge of a person who, he felt, was inefficient?

A. Yes, he could.

Q. Had he been able to do that previously?

A. I hadn't heard of him doing it.

Q. What disciplinary measures could he take after November, 1940, other than recommending discharge?

A. When you use that term, disciplinary or discipline, it is a word that is so seldom used, if ever used, in our place. It is hard for me to answer your question. You have thoroughly skilled cutters, making \$10 and \$15 a week more than they can make any place else in town, and [fol. 3395] working the year around, and some of them have not lost a day in 20 years, and you can't discipline those men, you can't discipline that kind of man, and mainly that is what it is made up of.

Q. That is the same situation which you have described in the section, that work piled up and was not gotten out, or did that just apply to the cutting department?

A. I think the main thing in the cutting department was the expense had piled up. I hadn't heard anything about the work. I think it was mainly the expense.

Q. What authority did you give the head cutter that would reduce the expenses?

A. Well, I know that I didn't—Mr. Bachofer discussed the expenses always with the different department heads; I didn't discuss it with them in the cutting department. I know one part of the expense was a great deal of overtime. I think it was suggested that they either employ more cutters so they could work at regular time, or manage the work better, so that it wouldn't—the cutting wouldn't be so expensive.

Q. Was the enlarged authority you gave the head cutter related to managing the work more efficiently?

A. He was, I think, to get the work out more efficiently, without so much expense. I don't know—I don't believe I remember the details of how he was to do it. I don't believe the details were discussed. I didn't discuss that with him.

[fol. 3396] Q. Was he given authority to say or do anything in regard to the employees that he felt was necessary, in reference to reducing the expenses or getting the work out more quickly?

A. I didn't talk to Mr. Scoles, so I don't know.

Q. What was his reason for the expense going up so much in the department? When did Mr. Scoles become head cutter?

A. When Mr. Fountain died.

Q. Do you know the date, approximately?

A. No, I don't remember the date.

Q. Do you have any idea what the date was?

A. No, but it could be easily found out. I don't remember, but a few years ago.

Q. And then Mr. Scoles succeeded Mr. Fountain directly?

A. Yes.

Q. Did Mr. Scoles, after November of 1940, receive authority to recommend increases in the wages of the cutters?

A. We had a very definite scale of wages set up in our contract for cutters.

Q. Was that scale set up so that a cutter could not, without a change in the contract, receive an increase in pay?

A. No.

Q. Did cutters receive increases in pay from time to time during the period of the contract?

A. Yes, but those were given by Mr. Baty, and usually in consultation with myself.

[fol. 3397] Q. And the enlarged authority which you gave to Mr. Scoles, to be responsible for the expenses and production department, did not include the authority to recommend increases?

A. There would be no reason why he shouldn't have recommended increases if he had wanted to.

Q. Did he?

A. I don't remember that he did.

Q. How many persons were in the cutting department, by November, 1940?

A. I would say from 12 to 14 cutters.

Q. Did the personnel of the cutting department still consist of persons you knew personally?

A. No.

Q. Did you continue to visit the cutting department sufficiently to be acquainted with the activities of the cutters?

A. I discussed their skill and activities with Mr. Baty.

Q. Did you make personal observations in regard to their skill, by noticing the men themselves and seeing them work?

A. No.

Q. I believe you testified that in July of— January of 1935, you did have considerable personal acquaintance through observation and visits to the cutting department?

A. Yes.

Q. Will you tell me when you ceased to have such visits [fol. 3398] and such personal knowledge?

A. Well, I was in the N.R.A. hearing in the spring of 1935, which took a great deal of my time, and then we had several hearings in this injunction suit in '37, and I was ill in the year of 1939; but I have, in that time—I have been constantly in contact with Mr. Baty, and have discussed with him the personnel of the whole plant, and with Mrs. Reeves, who had been very close to these people, and I haven't felt that I have been completely out of touch with it.

Q. I notice a difference in your testimony as to January, 1935, how close you were, and it seemed you were less close in November of 1940. I wondered if there was a

given period when there was a break, or whether it was a gradual lessening, and I want to get straight what your notions are, what your testimony would be, that the change took place and when it took place, and is it correct to state it was a gradual lessening of personal attention to the cutting department, because of the various events of illness and so on, which you have described?

A. As my business has grown, I naturally couldn't give the personal attention to each department that I formerly did, when I had a small business and actually managed it myself.

Q. Did that enlargement of the business reflect itself in any managerial change other than the November or December of 1940 change?

[fol. 3399] A. Well; I don't quite understand your question. I don't know. I don't know what you are getting at.

Q. You stated that this budget was put in because it had grown so large you had to have a readjustment of the business; and it seems to me that is quite a major change, what you have described, and I was wondering if there had been a major change resulting from your inattention of perhaps a smaller nature than this one, any change due to your getting away from your business, as it got larger between 1935 and 1940. Do you understand the question?

A. I still don't know what you are getting at, because I haven't lost track of that business in all of these years; even when I [will] all a certain amount of it was kept before me.

Q. Did the fact that it grew large result in your establishing more departments and delegating more authority to other people?

A. The fact it grew large, and the fact it seemed to require—for a great many years I ran the business myself, and it got pretty large, and I seemed to have gotten along very well.

Q. I think perhaps you can answer my question by following through from January, 1935, down to 1940, with the specific departments. Who did Mr. Baty have directly under him, in January, 1937?

[fol. 3400] A. He had the sewing department and the cutting department, and the pressing department.

Q. Did he have any other persons to assist him in managing those departments?

A. In those departments they had specific duties of getting work through.

Q. Who did he have to assist him other than the managing personnel?

A. Other than the managing personnel?

Q. Yes.,

A. Mrs. Hyde really has assisted Mr. Baty very considerably since he went into the plant, in managing the personnel.

Q. Was Mr. Baty directly under you in the same manner Mrs. Reeves was directly under you?

A. He was.

Q. Did Mr. Baty continue until the present time to be directly under you?

A. He is.

Q. Has Mrs. Hyde's position changed at all since January, 1935?

A. She was personnel director then, and she is still personnel director. I don't believe it has. I don't know that it changed. She is personnel director, and I know she has assisted Mr. Baty very considerably in the personnel work, more than she had with Mrs. Reeves.

[fol. 3401] Q. Has Beulah Spilsbury's position changed since January, 1935?

A. I believe not.

Q. Does she hold the same position she did in January, 1935?

A. Well, I would say she did.

Q. Does she draw the same salary, or do you know that?

A. I can't remember the exact time I gave the raises. They haven't had very many raises. The executives haven't since the depression. There has been one increase, but I don't remember whether it was before or after 1935. It wasn't very far away, but the increases were given by me.

Q. Do you know what the increase—what her salary was before the increase?

Mr. Reed: We object to that as being immaterial.

Trial Examiner Batten: You may answer.

A. I don't have to tell the salary of my head designer.

By Miss Weyanda

Q. Was it before or was it after—

A. I do know that I employed her myself and made arrangements with her what her salary was to be, and I made all the arrangements on her salary myself. Miss Spilsbury has never been under anybody else's direction but my own.

Q. Has she made over \$200 a month continuously?

A. She has.

Q. Has there been any change in Marvin Price's position since January, 1935?

[fol. 3402] A. Yes, he is salesman now.

Q. When did he become a salesman?

A. Well, he has done part-time selling, I would say, for about two years.

Q. What was he before he became salesman?

A. He worked in the maintenance department.

Q. Was his job continuously the same since January, 1935, in the maintenance department?

[fol. 3403] A. I would say he came under the same proposition that the instructors did when I turned the plant over to Mr. Baty to run. I gave Mr. Baty charge of the maintenance, as well as the cutting, and other departments.

Q. Had Mr. Price previous to that time been in charge, in any manner, of the maintenance department?

A. I didn't consider him so.

Q. How did you happen to select him as the supervisor?

A. I didn't say I selected him as a supervisor.

Q. You said when the budget system went into effect he was given charge of the maintenance department.

A. That did happen there. The maintenance department, like some of the others, had gotten at loose ends because they didn't have a person responsible.

Q. And he was then placed in charge of the maintenance department?

A. Yes.

Q. Was he given the title of supervisor of the maintenance department?

A. I suppose you would say that. He was given the responsibility of seeing that the maintenance department was better pulled together and got along better.

Q. Had he done anything in the nature of supervising

prior to the institution of your budget plan in November or December of 1940?

[fol. 3404] A. I believe not.

Q. He had never done any supervising before?

A. He had purchased supplies for the janitors and he had done work that he was asked to do.

Q. Had anyone been in charge of the maintenance department prior to the institution of the budget system?

A. No one person had been held accountable for the real management of the department.

Q. Was there any one person who took the lead in saying which man went to which department, or did which work, or—

A. To a great extent, when the call was made it would be made for a painter, or someone to do certain work; and the person getting the call would know that a certain person was to do that. If they wanted some buttons painted, or some painting done, they would call one boy; or if they wanted a runway for the style show set up, they would call somebody else. It was really pretty much a thing of everybody having their own work and going ahead and doing it.

Now, that all happened because we started so small, and it only took one person to do it, and pretty soon it took two or three, and they were just added on.

If one person was there longer, or had more initiative than others, he might lead off in what there was to do, but the responsibility of how much money was spent in the department and the actual managing of it was not settled [fol. 3405] until this budget system went in in 1940.

Q. Had Marvin Price's activities in the maintenance department been those of gradually growing into a position of being in charge of it?

A. I didn't feel that they had.

Q. There had been no one else who you could say was in any manner in charge of the maintenance department, except Mr. Baty probably, previous to the budget system?

A. There was maintenance in the mechanical department. It was pretty loosely run.

Q. Did Florence Strickland's position change at all between January 1935 and the present time?

A. Yes.

Q. What changes occurred in Florence Strickland's position?

A. When we put in the budget system we had the same situation in the cost of making patterns. Up until that time Mrs. Strickland spent practically her entire time making what we call correct patterns, doing pattern work.

The patterns in our institution, and the designs, are very closely associated. I don't believe that any other plant that I know of has their designers make their patterns, or at least grade them, but that is part of my idea of the way to run a dress business, so I have more designers in my designing department than most people have, but I expect them to make patterns and expect them to help [fol. 3406] grade patterns, also.

Now, originally the designers were able to do practically all of the grading, except what Mrs. Strickland did herself. Mrs. Strickland helped to make the original patterns.

As a matter of fact, originally I made my own patterns and did a lot of that work personally. I still pass on a great many of the patterns and the fitting of our garments.

So, the patterns and designing in the Donnelly Garment Company are very closely related.

Now Mrs. Spilsbury had charge of the designing department, and Mrs. Strickland came directly under Mrs. Spilsbury's supervision, and anyone else making patterns.

Then, as in all of these other places, we found that, with the increase in business, the increase in the size of our plant, we rather loosely—if we needed some more help, we simply employed some more help, and we didn't feel that they were always being used to the best advantage. Mrs. Spilsbury was always busy with her designing, and, while she was interested in and gave some attention to the patterns, she didn't have time to spend a lot of time in personal direction. So Mr. Bachofer suggested to me, in getting up this budget system, that we separate the designing expense and the pattern expense and hold Mrs. Strickland responsible for the expense of getting out the patterns, particularly the pattern grading and making one correct pattern, and that is what happened.

[fol. 3407] Q. Was there any change in Mrs. Strickland's duties between January of 1935 and November or December of 1940?

A. Yes. She was given charge of the pattern department.

Q. When did that occur?

A. In, I think, December of 1940.

Q. My question was, was there a change in her duties prior to that time?

A. Yes, her duties were changed.

Q. Prior to this—

A. No. Her duties were changed in 1940.

Q. My question was, was there any change in the duties as you described them in 1935, up until the change you have described occurred in November or December, 1940; was there a change in the intervening period, or did her duties remain the same?

A. Mrs. Strickland was making patterns in 1935.

Q. Did she continue to make patterns up until the time the budget system went into effect?

A. She did. I think she did less grading, but she had more patterns to make.

Q. What other changes occurred than that she did less grading and had more patterns to make? Were there any other changes?

A. I don't remember—

Q. What was the growth of the pattern making department [fol. 3408] during that period? Could you describe that?

A. There was a steady growth of the number of people who came into the pattern department.

Q. How many were in it in 1936, approximately?

A. I would say a half dozen, besides the designer.

Q. How many in 1937?

A. I couldn't say exactly each year how many were there. In 1937 I was in the pattern department, and there were just enough people to make the patterns. Mrs. Strickland did some of the grading herself. And then later on we would bring boys up from the cutting department to help grade. The designer would do some grading. It would be according to how quickly we finished the line.

Q. Did Mrs. Strickland have charge or direction of that work in any respect between 1935 and 1940?

A. I didn't expect her to. I didn't give her authority to or expect her to have any responsibility, any more than to make good patterns.

Q. Who directed or told these various people who came from various departments to this department to make or grade patterns what they were to do?

A. Dewey Atchison and myself worked out a plan of grading, and we had that set out in a form so that the person could take it and go along with that line of work.

Q. Who would tell the given persons which of the pat- [fol. 3409] terns they were to do?

A. Well, Mrs. Reeves would send to the department the numbers that she wanted graded first, and Mrs. Spilsbury would tell Mrs. Strickland the certain ones she wanted her to grade that were more difficult. We had more or less of a set rule that the designers would grade their own patterns, and it was pretty well established that certain people would do certain work, and when the men came up from the cutting department to do grading, the work was so ostensibly there to be done that there was very little to say about who should do it.

Q. The men just picked the patterns themselves they wanted to grade, and graded them, without anybody saying, "This is the pattern you are to grade."?

A. Back in 1935, I believe Dewey was helping us some with the grading, and I think Mrs. Spilsbury was really doing a great deal of the managing all of the way through.

Q. Between 1935 and 1940, did anyone other than Mrs. Spilsbury direct these boys who came in which patterns they were to grade?

A. Mrs. Strickland probably would say, "These patterns are here. Mrs. Reeves has sent word down that she wants number so-and-so, and I have the correct pattern made of that." And as soon as she would finish a correct pattern she would give it to somebody who didn't have [fol. 3410] anything else to do; and then, when they had a lot of work ahead, she would give it to somebody else.

[fol. 3414] By Miss Weyand:

Q. Does Miss Spilsbury report direct to you, or is she under Mr. Baty or some other person?

A. Miss Spilsbury, I would say, reports to me.

Q. She is not in any of these divisions you mentioned yesterday?

A. She would not be under Mr. Baty.

Q. Would there be any person she would be under, aside from yourself?

A. I have never thought of her being under anyone besides myself.

Q. Has that been true continuously from January 1935 to the present time?

A. It has.

Q. Is Miss Spilsbury's department or section or group of workers divided into subdivisions today?

A. At the present time it is.

Q. What are those subdivisions?

[fol. 3415] A. The pattern department, at the present time—She has the pattern department and she has a small office that serves the materials that she uses for designing sample pieces and furnishes the merchandise department with specifications for what goes into a garment, the colors that are used, and the trimmings for each individual garment.

Q. Would you have a name to describe Miss Spilsbury's division of the plant by?

A. We have always called it the designing department, but the designing department and the pattern department, as I explained yesterday, have always been run right together. I believe it is called the designing and pattern department—I'm not sure.

Q. Does Miss Spilsbury have direction over the pattern division of that department?

A. She does.

Q. What do you call this section which you have referred to as an office, which has to do with materials, as you were just describing? Do you have a name for that?

A. I have never thought of any special name for it, except it was a little office force that Miss Spilsbury needed to carry on her work.

Q. Does Miss Spilsbury have anyone under her other than designing, patterns, and this office force?

A. I don't recall at present. I can't think of any other [fol. 3416] direction she may have. If you will tell me what you are thinking of, I could tell you whether or not she does have.

Q. I was just wondering if that covered the complete group of workers she had under her. That was all I was interested in finding out.

A. Miss Spilsbury has charge of getting out the line of merchandise, and whatever help she needs to get that out she has.

Q. Is there anyone under Miss Spilsbury who has a supervisory position, in regard to the designing department, today?

A. If you take the designing— We have put Mrs. Strickland in charge of the correct pattern and having the grading done. She is now given responsibility for having that done.

Q. Is her position regarded as supervisory?

A. It is, at the present time.

Q. Does she have any title or name by which you describe her?

A. Well, perhaps you think I am very amis about bestowing titles, but I have never thought it was necessary, for people to have titles to do work.

Q. Well, you have something you call them?

A. I just call Mrs. Strickland, I would say, the head pattern maker. But under our new budget system Mrs. Strickland now is held responsible for the expense of turning out the pattern, for all of the grading, and for the— [fol. 3417] well, for all of the grading, anyhow.

Q. She would not be in charge of the designers, would she?

A. No.

Q. Those remain under Miss Spilsbury directly, do they?

A. They do. And Mrs. Strickland also remains under Miss Spilsbury.

Q. Is there anyone responsible for the designers, speaking in terms of your budget system of responsibility—anyone that is in charge of the designers, besides the group that is under Mrs. Strickland?

A. The designers are a great deal like pieceworkers; they work a great deal on their own.

By Trial Examiner Batten:

Q. Well, is there anyone there, Mrs. Reed, that you consider, for instance, as a head designer under Mrs. Strickland?

A. No.

Q. In other words, the designing section comes directly under Mrs. Strickland; is that it?

A. Yes.

Q. Without any person intervening?

A. There is no one that has any charge of the designers who would discharge or hire or—

Q. Is there anyone else besides Miss Spilsbury who would give them any direction?

A. Miss Spilsbury might use any of a half dozen people [fol. 3418] ple to carry messages to the designers, and say, "I want this done." We have two models that constantly work with the designers and with Miss Spilsbury, and of course I work with Miss Spilsbury a great deal of the time, when we are getting up new lines, and I am just as apt to tell a model to say to a designer— The designer sends the new model of the dress in on the live model to have Miss Spilsbury and I look at it to see if we like it. I am apt to say to the model, "Go back and tell the designer who designed that, that she has a very nice model but the collar is too wide, or the pockets are too high, and I think the model would be improved by taking the collar off and putting one on. Will you have her do that and then let me see the model?"

Miss Spilsbury might say that to the model, or we might say that to anyone who happened to be in the office at the time. Sometimes we call the designer in, if the change is enough.

By Miss Weyand:

Q. Is there anyone whose duties are regarded as including the duty of assigning work among the designers, other than Miss Spilsbury?

A. There is Diana Rutherford, who helps Miss Spilsbury in many ways. If I want to see the models—Miss Spilsbury may have gone over the models with the designers while I was doing other work, and at a certain time in the afternoon she would want me to see all of them [fol. 3419] at the same time. Diana Rutherford does a great deal of that sort of thing in helping Miss Spilsbury.

Q. Is she an assistant to Miss Spilsbury?

A. I would say she does assist Miss Spilsbury.

Q. Is there any person intermediate between Miss Spilsbury and this office force which you have described?

A. At the present time Mrs. Brown is.

Q. How do you describe Mrs. Brown's position? If you don't want to call it title, what is she known as around the place?

A. I know that she directs the work of the little office force that takes care of Miss Spilsbury's merchandise for designing and making the specifications that go to the merchandise department.

Q. Does this office have any name? I am having difficulty when I refer to it of having any short way of expressing what I am talking about.

A. I'm very sorry, but— We do not seem to have any trouble in our place of—

Q. Do you call it the designing department office?

A. It could be called that.

Q. What do you call it?

A. I don't call it anything.

Q. If you send someone from your office over there, where do you tell them to go?

A. To the designing department.

[fol. 3420] Q. And if you wanted to refer, not to the whole designing department, but this office division—

A. If I send them down for a specification on a garment that was made, they would know to go to the office for it. If I send them for a model I want to see, they would go—If I sent for a model and it was a model that a specific designer was working on, I would say, "Go to this designer's booth and get that model for me."

Q. Did this office and the designing and pattern division all exist in January of 1935?

A. Yes.

Q. What was the situation in 1935 as to the management of the persons who worked in Miss Spilsbury's division?

A. My remembrance is that Miss Spilsbury managed it herself. It wasn't as large as it is now.

[fol. 3421] Q. With reference to the spring of 1937, say April, 1937, was Florence Strickland at that time just one of the employees in the designing and pattern department, without any differentiation in her functions from the other employees in the designing and pattern department?

A. She was—she was an expert pattern maker.

Q. Was she the highest paid pattern maker at that time? A. Yes, and most expert.

Q. But aside from that, her duties were in no way differentiated from those of the other employees in the designing and pattern department?

A. She was considered the real pattern maker, the one that we depended upon to make the correct pattern for our samples, and my remembrance is that anyone else in the pattern department did routine grading work.

Q. Did she direct the work of the persons who did routine grading work?

A. Well, I think there was possibly no directing done. Those graders were trained to do the work, and as I said yesterday, the process of grading, the way to do it, had been something that had been worked out so it was entirely routine work.

Q. Would she assign the work to the persons who did the routine grading?

A. What assignments would be necessary, Mrs. Strickland got a list from Mrs. Reeves, what patterns she wanted, so Mrs. Strickland would be sure to get those correct patterns made first, and as Mrs. Strickland had a correct pattern made, then, the grader who was available, was out of work, would take each of those patterns and grade it.

There was very little direction given.

Q. Who would tell the grader about the pattern he was to do next? A. Mrs. Strickland would.

Q. If the grader was in question as to any details of making the pattern, whom would he inquire of as to the proper method of making the pattern?

A. He probably would to Mrs. Strickland, she was acknowledged as the expert pattern maker.

Q. If a pattern maker made an error in making the pattern, who would tell him of the error and direct him to correct it?

A. Well, in our plant we have a lot of direct contact, and in all probability Mrs. Tyhurst would come up and complain and she would go right to the person that did the grading and say, "You have left off a punch or a notch," or something like that.

Q. Did Mrs. Strickland look over the patterns before they went out to the departments to see if they were correctly made?

[fol. 3423] A. No.

Q. If there was to be a lay-off during a slack season, would Mrs. Strickland determine which of the graders would be laid off?

A. No. We had a certain number of graders that we keep in the department all of the time, and we would borrow from Mr. Baty people from, perhaps, the cutting department or some other place, where a girl had worked in the pattern department, and we never had to have any kind of conferences or any worry about what we would do with a grader.

Q. When the big part of the grading was done, because Mr. Baty was always after us to give back this girl, because by the time we were through grading, the factory was into their big production, and they needed back all of the help they had loaned us.

Q. Who would determine whether the pattern department could spare the girl to go on, the cutter to go back to their other departments?

A. It was determined by whether the work was finished or not.

Q. I suppose it must necessarily have been some girls went back before others? A. Yes.

Q. Who would determine which girls would go back?

A. Mr. Baty would, and very often the girl who would go back first would be the one he wanted first, the one he [fol. 3424] needed first.

Q. Would he consult with Mrs. Strickland as to whether Mrs. Strickland wanted that girl to remain, making patterns, or to have her go back to another job?

A. He probably did. He would come up and say, "I want such-and-such a girl," and he would—he might—he would be just as apt to go to the girl himself as he would to Mrs. Strickland, and say, "When are you going to finish the pattern, and how are you getting along, and how much work do you think is to be done here," and he would be very apt to look down the list of the patterns, and the list was there.

The girl would finish her pattern and that would be checked off, and he would very probably go to the girl that he wanted back in the plant himself, and say, "Aren't you going to be able to come down pretty soon?" And she would say, "Well, I have two or three more sizes; nearly everything is done, and I am sure I can go as soon as I finish this pattern."

Q. Were these lists made up at the beginning of the season, with the girls' names opposite the pattern she was to grade?

A. No. There were no specific patterns given to the girl in the grading, except the designers; it was understood the designer, each designer would grade her own model, as far as she could, and some designers had more models, and maybe one designer would help with the one that had more models.

Q. How could a grader look at a list, then, and tell [fol. 3425] whether she would be called on to work on any of the patterns left on the list or not?

Mr. Reed: That is objected to as assuming what has not been testified to, there was a list.

Trial Examiner Batten: Well, I think Mrs. Reed referred to a list, the list that Mr. Baty might look at.

A. Yes. Miss Spilsbury—Mrs. Reeves was really the person that checked on how many patterns were coming through the factory, because she was dependent on those patterns coming through to get her cutting done, so Mrs. Reeves would be the person that would have a list, and from that time she would send it down to when she would—as the patterns came through they would be sent to the cutting department, and they would report from there that they had gotten certain patterns, and she would know that she could make cuttings.

Q. I believe you testified that in determining whether a girl was available to return to her department, the girl could go to the list herself, and say to Mr. Baty—

A. (Interrupting) If the list happened to be down there at the time. Mrs. Reeves usually kept that list, and at different times would come down to the department herself to see how they were getting along, and check on what patterns were being made, and how long it would take to get them made.

Q. Assuming there were six girls from other department [fol. 3426] working on grading, and Mr. Baty came to one of them and said, "I would like to have you back," could that one girl, by herself, without consulting Mrs. Strickland, determine whether she would be available to go back to the other department?

A. In the first place, we never had six girls, we never had that many girls from other departments.

Q. How many did you have?

A. I would say, sometimes one or two or three.

Q. And assuming you have three, two or three, could you answer the question I stated before, or would you like to have it restated?

A. They would discuss with Mrs. Strickland about the work.

Q. Whether she would be available to go back to the other department, or whether it was done, that is what you mean when you say "about the work"?

A. You can take it that way.

Q. Is that what you meant?

A. I don't know exactly how they would do it. We loaned people back and forth, and I think that it would be a matter of how many patterns were made. It would be based on the fact if there were two or more patterns to be made, and Mr. Baty would give up the idea of having this girl go back, rather than whether Mrs. Strickland wanted her to or not. It was a matter of getting out the work.

Q. Now was the work to be done by the girls that remained, if any of the three girls or two girls should be [fol. 3427] released? A. It probably would.

Q. And this was the situation, as you have described, as I understand it, of April, 1937, is that correct?

A. Mrs. Strickland was the chief pattern maker as of 1937, but she actually had no authority to hire anyone or to discharge anyone. She was not consulted about raises, and she was not consulted about who was to be put in her department. She had no managerial authority whatsoever. She was what I think the union usually called the I.L.G.W.U. called a head pattern maker, and in the A.F.L. trade, they have head carpenters, and they do a certain amount of directing work; but she had no authority over any individual person in the pattern department.

Q. Were all persons who worked in the pattern department, either permanently or by transfer from other sections, paid on a time basis? A. Yes.

Q. Was the grading of a pattern so entirely routine that anyone who had ever graded patterns could grade one pattern as well as another?

A. Well, we always had a few patterns that were a little more difficult to grade. It was always understood that the designer that designed the garment would grade those herself.

Q. If Mr. Baty, at the beginning of a season, when the [fol. 3428] grading was to be done, had available a group of persons capable of grading larger than the number needed in the pattern department, would he consult with Mrs. Strickland as to which of the available girls should be assigned to the pattern department?

A. I don't know that a case like that would ever come up. I know that he always consulted with Miss Spilsbury about who would do grading.

Q. But he did not consult with Mrs. Strickland about who would do grading?

A. I don't know that he did.

Q. What was Mrs. Strickland's salary in 1935?

A. I don't remember exactly what it was.

Q. Do you know whether it has changed since 1935?

A. I think she has gotten at least one raise.

Q. Do you know what her present salary is now?

A. I believe it is \$80.00 a week. That is not unusual for an expert pattern maker. As a matter of fact, I do some of the pattern making myself. I think it is very important in my business. And all of the original patterns were made by myself, the standard ones; that is the valuable part of our good will.

Q. When did Hilda Fitzgerald begin to work for your firm?

A. I employed Hilda Fitzgerald in Paris, first, I think, in 1926; I am not sure.

[fol. 3429] Q. What was her job in January, 1935?

A. She was designer and assistant to Miss Spilsbury.

Q. Did she have supervisory duties in 1935?

A. She was supposed to pass on garments that came back from the factory. I have a system in my plant where

I make my samples, and then, when my merchandise goes through the factory, one size of every model comes back to the designing department, and that is looked over and passed upon, to see if the routine in the factory has been able to carry out our idea, what the dress should look like. That is our system of mass production. I feel that it has to be checked up, to see whether they really can turn out the model that we make.

By Trial Examiner Batten:

Q. Do these come back?

A. They come back to the designing department, one garment of each size.

Q. Do they come back to — what was this young lady's name, Hilda Fitzgerald?

A. For some time, Hilda Fitzgerald took that duty off of Miss Spilsbury. Of course, it is so important that in most of them, Miss Spilsbury sees them herself and I see some of them, and if they don't look to suit Miss Spilsbury, she calls me in to look at them, to see what I think of them, and if there is anything that I can do about making them look better.

[fol. 3430] By Miss Weyand:

Q. Does Hilda Fitzgerald have any person working under her to whom she gives directions?

A. She does not.

Q. Does she, at the present time, have any supervisory duties?

A. Hilda Fitzgerald at the present time is a professional worker, I would say; designer and stylist, and she had no department.

Q. Does she have any supervisory duties?

A. Not that I know of. I know she does not, but she is a professional woman.

Q. Was Lena Tyhurst directly under you in 1935?

A. No, she was directly — she was under Mrs. Reeves in 1935.

Q. Did she then come under Mr. Baty when he began producing merchandise in July of '35?

A. She did.

Q. And she has been continuously under him to date?

A. She has.

Q. I did not understand just exactly what she did, from your description yesterday, the statement she was to see if work was up to standard. Could you give me an idea what that involved?

[fol. 3431] A. It seems to me the statement speaks for itself.

Trial Examiner Batten: The question is, Mrs. Reed, can you give any better idea of what she did in the plant?

A. In the production of high quality style merchandise, a great deal of care—perhaps watchfulness is a better term—must be used to insure the garment being finished up at a standard that we have set for ourselves. So we have had certain people that constantly check that work, look over that work, and see as it rolls through the plant—If you could see my plant, with the mass of garments going through, and then know the result we finally get, you would know that a great deal of watchfulness and care are exercised in that production.

By Mr. Weyand:

Q. Does she check on the methods of production in each of the various divisions which are under Mr. Baty?

A. I think that would be a very big task.

Q. Does she?

A. No, she doesn't.

Q. What parts of the plant which are under Mr. Baty does she check up on?

A. She doesn't check up on the plant. She does check up on the merchandise.

Q. How does she go about checking up on the merchandise?

A. She looks it over.

[fol. 3432] Q. As it is being done?

A. Yes.

Q. Does she look over the work that is being done in the cutting department as it is being done?

A. No. Just in the sewing department.

Q. Would that include the dividing department?

A. No.

Q. The bundling department?

A. No.

Q. The pressing department?

A. If there was complaint about the pressing coming through badly, she might go into the pressing department and look at the merchandise. She might go into the pressing department. She would go into the pressing department if there was complaint about the general quality of the pressing.

By Trial Examiner Batten:

Q. The pressing department, is that where the garments go finally from the sewing?

A. Yes.

By Miss Weyand:

Q. Do you have a separate inspection section?

A. We have had a separate examining—I think is the proper name for that—section.

Q. Have you had that continuously since 1935?

A. I don't remember the exact date that was changed. Formerly we had the examiners on the same floor and near [fol. 3433] the machines, and we have gone back to that system. I don't know whether all of the examiners have been put back to be near the machines, but most of them have, and our purpose is to do that.

Q. In January 1935, were the inspectors distributed three or four to each section of operators?

A. In 1935 the examiners were—my remembrance is that they were three or four to a section.

Q. And that is the present method in general?

A. It has been changed back to that.

Q. There was a period between 1935 and the present time in which the examiners or inspectors were removed from the sewing section and put in a section by themselves?

A. Yes.

Q. While that section was in operation Mrs. Tyhurst checked over the work there done, did she?

A. Mrs. Tyhurst didn't do so much checking over the work when it was finished. She checked the work while it was in progress, to keep these things from happening to it. After the work is finished, then it is each examiner's responsibility as to the quality of the garment she examines.

Q. Would Mrs. Tyhurst have any supervision over the examiners, to see that they examined the garment properly?

A. No.

Q. Did she have any duties at all in relation to the examiners?

[fol. 3434] A. Certainly her work was to see that the garment was going through in such a way that when it got to the examiners there wouldn't be any serious thing the matter with it. The examiner, when they were in the large group together, took the work back herself. That was one reason I changed them back, the examiners complained about having to go so far to carry the work back to the operator. I have always held an examiner very responsible for the work she examined.

Q. What relationship existed between Mrs. Tyhurst and the instructors with reference to Mrs. Tyhurst's checking the manner in which work was done in the various sewing sections?

A. The work Mrs. Tyhurst was supposed to do was to go through the plant constantly and see that the quality of the work as it was moving along was up to our standard. Just what she would say, I don't know, but I do know that she would talk to the girl doing the work herself, and if the girl would say, "Well, that's too hard to make, I can't do it any better."— Mrs. Tyhurst was a very excellent operator; she had worked on a machine for a number of years herself, and did very fine work, and was very clever in how to handle it, and she probably would give the girl an idea of what to do. Then, she might find the sleeves were not being set in right, that the notches or the punches or the guide that was put on the sleeve wouldn't be right, so she would go to the pattern department and say, "Your punches are not right," or she might suggest they put in [fol. 3435] another punch or another mark so that it would be helpful in getting the work through.

Q. What would she do if she found the girl stated she was doing the work in the manner in which the instructor's instructions required the work to be done?

A. She might go up to Mrs. Nichols and discuss with her whether she thought that was the wisest way to have the instructions made, and suggest that they be changed.

Q. Would she check with the instructor to see if the girl's interpretation of the instructions was correct?

A. I don't believe she would spend the time doing that. The thing that would impress her would be the fact of

whether the work was being done to the best advantage, and she would be very direct about trying to get the work done right.

You know, there is a tremendous amount of work to be done there, and we do not spend a lot of time, like they do in the army, going from one person to another, and another. We have no rules about having to go to certain superiors in our place, where this person might have her feelings hurt because we said, "You ought to do this," or "You ought to do it some other way."

Mrs. Tyhurst, as I understand her duties, she is to be helpful in getting a good quality of work through the factory promptly. So she would be very direct in trying to help the girl.

[fol. 3436] Q. Could she tell the girl to do the operation in a different manner than the girl had been doing prior thereto?

A. She could suggest that. The girl is on piecework, and what that girl is trying to do is make as much money as possible, and I am sure that if she thought the suggestion was good she would have no hesitancy in doing it.

Q. Would Mrs. Tyhurst tell the instructor of her suggestion to the girl to do the work in a different manner than the girl had been previously doing?

A. She might, but it wouldn't be obligatory for her to do it.

Q. What would happen if she failed to tell the instructor, and the instructor came up to the girl and said, "Here, you are not doing this the way the instructions said to do it and the way I told you to do it."?

Mr. Reed: I object to that as calling for supposition and being clear outside of the issues of the case.

Trial Examiner Batten: What was the question?

Miss W. and: I will ask the reporter to read it.

(Thereupon the last question was read by the reporter.)

Mr. Reed: Now, I made an objection and I would like to have a ruling on it.

Trial Examiner Batten: I will overrule the objection.
You may answer the question.

A. The girl would probably say, "I am getting along [fol. 3437] better this way." And the instructor would be so glad that the work was going through, that there would be nothing further about it.

By Miss Weyand:

Q: So, the instructor does not have the duty to see that the girl conforms to the instructions, and the girl is free to depart from the instructions if someone advises her she could do it better some other way; is that correct?

A. There is no rigid rule in our place that someone does something just because somebody else tells them to do it that way. We have always had a policy that if an operator can do an operation in an easier, quicker manner, she can do it. Now, who made the suggestion to her to do that isn't important.

Q. She has no duty to follow Mrs. Tyhurst's suggestions if she doesn't think it will improve her work?

A. Well, for a number of years she didn't have.

By Miss Weyand:

Q. Was Mrs. Tyhurst considered as having higher authority than the instructors?

[fol. 3438] A. Mrs. Tyhurst was doing an entirely different job than the instructors.

Q. If a girl did not know whether the instructions she received from the instructor or the instructions she received from Mrs. Tyhurst would be more efficient in handling the work, which was she expected to follow?

A. The fact is, she would follow what she thought was the best way to do it.

Q. And if she was unable to determine in her own mind which was the better way to do it, how would she resolve the difficulty?

A. Well, I never heard of an operator that couldn't make up her mind which would be the best way. She would try it out. It would all get back to the fact that she had already tried out the way the instructor had told her, and if Mrs. Tyhurst would make a suggestion to her, she

would try that out, and the result would be fact, so there would be no reason to resolve it in any way.

Q. Would Mrs. Tyhurst's suggestions always be directed only to the more rapid method of achieving an operation, or would they sometimes be directed to achieving a result which would produce a better garment but perhaps not by as rapid a method for the girl to get the operation done?

Mr. Hogsett: I submit the question is so involved as to hardly be intelligible; and even if it were intelligible, [fol. 3439] so that an answer could be made one way or the other, it would not throw any light on the issues.

Trial Examiner Batten: Read the question, please.

(Thereupon the last question was read by the reporter.)

Trial Examiner Batten: Do you understand the question, Mrs. Reed?

The Witness: Well, it is pretty involved.

Trial Examiner Batten: Well, if you don't understand it, say so. You are the person who has to answer it, and you are the person to determine whether you understand it or not.

The Witness: I don't know whether you said I had to answer it or not.

Trial Examiner Batten: I said, you are the person to determine whether you understand the question or not. I don't want you to answer a question which you do not understand.

The Witness: Will you please read it again?

Trial Examiner Batten: I think, in substance, the question is, did Mrs. Tyhurst also make suggestions as to changes in the method? Is that it?

Miss Weyand: No.

Trial Examiner Batten: Perhaps I misunderstood the question.

Mr. Hogsett: I certainly lost it.

Miss Weyand: I will restate the question. Perhaps I [fol. 3440] might explain my thought.

Mrs. Reed's previous answers have assumed that the suggestions which Mrs. Tyhurst would make would be directed to achieving a more rapid performance of the operation—

Trial Examiner Batten: I understand her testimony this far to be, that Mrs. Tyhurst was to see that the quality of the work, as well, which goes through the plant, was proper.

The Witness: Not only the quality as well, but that was the main object in having Mrs. Tyhurst go through the plant, was to watch the work as it went through the factory, to see that our standard was being maintained.

By Miss Weyand:

Q. You assumed in answering my question before about whether a girl would follow Mrs. Tyhurst's suggestions or the instructor's suggestions, that the girl would necessarily follow that method which she thought was the more rapid method to get the operation done, so she could make a higher amount of pay for the day.

A. But every operator understands that a certain standard of workmanship must be maintained and, naturally, she wants to do it as fast as she can. There is really, with a skilled operator, very little quarred between speed and quality.

Q. Suppose Mrs. Tyhurst's suggestion to a given girl is that a method should be followed which Mrs. Tyhurst thinks will make a better garment, but which concededly [fol. 3441] will be a slower method for the girl to make the operation she is doing; would the girl then be allowed to make up her own mind as to whether she wishes to follow the suggestion of Mrs. Tyhurst or the suggestion from the instructor?

A. Over a period of years, if the operator felt that a suggestion made to her by Mrs. Tyhurst would slow up her work and she would make less money, I am very sure she would immediately call Mr. Baty and say that an adjustment should be made in the price.

[fol. 3443] Q. Did the right of a girl to decide whether she would follow the instructor's directions or the direc-

tions given by Mrs. Tyhurst, include authority to decide which method would achieve a better garment?

A. The operators know that they are expected to maintain a certain standard of quality.

Q. You are finished with your answer?

A. Will you please read that question?

(Question was read by the reporter.)

A. I will let my answer stand.

Trial Examiner Batten: I presume—if I am not correct will you please call my attention to it—but I presume that the question is, if a written instruction or the instructions require a garment to be made a certain way in accordance with the instructions, I presume, a plan which was sent down from your planning department, and then if Mrs. Tyhurst should come into that sewing section and she should suggest a change to the operator not in accordance with your planning department, and it affected quality, if the operator still would have the right to decide which of the methods she would follow in making the garment. I don't know.

A. I don't believe that is exactly the question Miss Weyand asked.

Miss Weyand: That is the question.

Trial Examiner Batten: If that is the question, if you [fol. 3444] understand my question, Mrs. Reed, you may answer.

A. The operators have always understood that the work they turned in had to come up to a certain standard. Now, when Mr. Baty went into the plant and assumed complete authority over the personnel in the sewing division and operators, they did not feel it necessary to do what either Mrs. Tyhurst or the instructors told them to do.

Miss Weyand: Then your answer would be she would decide for herself whether she wanted to follow the method given her by Mrs. Tyhurst, or given to her by someone else, or some other method that she wanted to follow, without regard to the fact that she had other instructions?

A. I don't know what you are getting at.

Trial Examiner Batten: I think what you are trying to get at, when that situation existed in the plant that you just described, that is, Mr. Baty was responsible for the entire production, the sewing section, and the instructions suggested one method, and Mrs. Tyhurst should come through the section and suggest another, the operator then decided for herself which method she would use, is that correct?

Miss Weyand: No, the question was—

A. (Interrupting) Well, I don't know what you mean.

Miss Weyand: Even if that did not occur, would the operator be free to—

Trial Examiner Batten: Miss Weyand, I don't understand it then, myself. I am afraid I'd better quit.

Mr. Hogsett: May I make a general observation?

We have sat here for hours, listening to hypothetical questions that are not predicated on any facts. In other words, Miss Weyand is working out questions with geometrical precision, and has spun out of that geometrical precision a psychological vacuum, and has predicated her questions on that theory of hypothetical assumptions; and I submit it doesn't get us any place. That technicality of interrogation, in character, is objectionable, and not founded upon anything that is known to exist, I submit.

Trial Examiner Batten: Well, I don't believe I will sustain your objection. As I previously stated, Mrs. Reed is the president of the company, and thus far I have permitted, I think, somewhat more latitude with Mrs. Reed than I perhaps would have with other witnesses, in view of the fact she is the president of the company. I will permit Miss Weyand to proceed, but I want to be sure that the witness understands the question.

So, Miss Weyand, will you proceed, please?

By Miss Weyand:

Q. Getting away, for a moment, from the situation in which Mrs. Tyhurst comes into the section and suggests a different method of operation, was the girl free to depart

from the instructions given her by her instructor, whenever the girl felt like it?

[fol. 3446] A. From the time Mr. Baty took the plant over she was; and I am sure she felt that she was; and while we have tied ends up so in our management problem—we have given more responsibility and more authority to our instructors and to Mrs. Tyhurst; still I want to say that we have a number of skilled operators that have—some of them have been in my place for over 20 years, and the instructors and Mrs. Tyhurst and Mr. Baty, and any one in the plant would recognize that perhaps they would be able to work out a better way of doing their particular job than anyone else.

So, even though we have tied up ends in our management in the plant, we still have a great many operators who know best how to proceed with their work, although we may have instructors that would have a slightly different idea, and the operators might suggest that certain lines of work be changed, that they could do it better, and more of it.

Q. When you say that you have a great many skilled operators, have you classified them so that both the company and the girls know which operators have that authority and which do not?

A. Well, that expression—I was going to say—

Trial Examiner Batten: Just a moment. Do you know, do you have your operators classified within the sewing section as to their skill?

[fol. 3447] A. No, they are classified as to the type of work they do.

By Trial Examiner Batten:

Q. And does that, in turn, have a relation to their skill? The most skillful do certain things, and the less skillful do other things?

A. No, not necessarily. Certain ones are more skilled on certain specific things; particularly a woman that has run a special hemming machine for 10 years would probably be the best judge of how to put a hem in a garment.

Q. Yes, I understand that. In the hemming section— you have a hemming section?

A. No. We formerly had a hemming section, but we now have most of our hemmers in the section with the other workers.

Q. Well, you do not, then, make any classifications of your operators by skill, is that right, which is known to the instructors and to the operators?

A. We have certain operators that do certain parts of the garment, usually.

Q. My question is, do you take all the operators in one section, irrespective of what they do, and do you make any sort of a classification as to their skill, as to whether they are excellent operators, very good, good or unsatisfactory operators?

A. The rate of pay—they are all paid on the same piece [fol. 3448] rate basis, but the amount of pay they are able to draw would show how fast they are.

Q. And how efficient?

A. But the quality of the work—they are all supposed to turn out the same quality of work.

Q. Well, then, to the extent the operator is permitted to use her own judgment on these garments, do you give that authority to all, irrespective of their skill?

A. Well, anyone that—any operator that has been doing the same kind of work for a long time, would be more or less recognized as knowing how to do that kind of work. Now, if there is new work—

Q. (Interrupting) Just a moment. Would she have authority—assuming some of them do, they all have the same amount of authority to use their own judgment in the making of a garment?

A. I think authority is a poor word to use, Mr. Batten.

Q. I admit it is, but I find your testimony—

A. (Interrupting) I don't say they had authority.

Q. Just a moment, please. Let me try to explain myself. If I understood your testimony correctly, some of the operators use their own judgment at times?

A. Yes.

Q. As to the making of a garment? A. Certainly.
[fol. 3449] Q. Now, my question goes to all of the operators that work on the garment. Do they have that right to use their own judgment?

A. It would revolve around the fact of whether they know how to make that garment, and know how to do the operation.

Q. In other words, if you consider their judgment good, is that what you mean?

A. We never had any discussion about a girl wanting to do that in an operation; when she didn't know how to do it she would call the instructor. They are all eager to be shown.

Q. Let's assume they all know how to do it; some are fast and some are slow, which they are, I presume, isn't that right? A. Yes.

Q. Do they all have the authority to use their own judgment as to making that garment within certain limits?

A. I would say, if they all knew how to do every operation that came to them, we wouldn't need any instructors to show them how.

Q. You say all of the operators, except those which are not familiar with the operations, have that privilege?

A. That would be better, yes; I would say that.

Q. That would approximate the situation? A. Yes.

[fol. 3450] Trial Examiner Batten: Now, I think there was another part to your question, Miss Weyand, if you want to proceed with it.

Miss Weyand: I would like to take a couple of minutes to think, if you don't mind taking the time. If you don't mind, I would like to follow a bit further the line you have been conducting.

Trial Examiner Batten: I just suggested there was another part to your question that was not answered. I might suggest on your questions, it seems to me that some of them are sort of double-barreled. I mean by that they almost require two answers, and therefore the witness must think of the first question and the second question; I think if you will proceed by asking the question which lays the foundation for the question which you really want to ask, perhaps it would assist the witness.

By Miss Weyand:

Q. If a girl is new in your plant, but becomes familiar with one given operation, can she immediately, after becoming familiar with that operation, change the method of doing it?

A. If she finds a better way to do it, if she thinks of a better way to do it, yes, she can.

Q. Then Mrs. Tyhurst's duties, in reference to seeing that the goods are up to quality, consist entirely of making suggestions to the operator, don't they?

[fol. 3451] A. No.

Q. What else do her duties consist of?

A. I have said several different times that Mrs. Tyhurst goes through the plant, she looks at the garments, and some of them have only one or two or three operations finished on them and she sees if it looks all right and she passes it on to another as she goes through, and the operators will say to her, "I can't get these collars straight, I don't have enough marking to go by," and the operator will show her the work and that the collar—it is too hard to do the way it is.

Sometimes the operator will say, "If you had just one more notch, Mrs. Tyhurst, I could do this fine," so Mrs. Tyhurst goes up to the pattern section and says that we want another notch in this, or to the cutting department, usually; they put a notch in with their notching machine, and maybe they will say that along toward the finish of a garment, and perhaps eight or ten operators have worked on it, and they say that "The sleeves, the shirring is too tight in these sleeves, and it is too hard for me to put the sleeve in right, and takes too much time," and in that case, Mrs. Tyhurst will look at the ticket and see who did that shirring, and in all probability she will go over to a certain girl that did that shirring and say, "Those sleeves you are sending over to a certain section are too [fol. 3452] tight," and then that operator will check up with her gauge, and she may say, "The gauge I have is too short, that I am not doing them according to the gauge."

She might say, "Well, the tension of my machine is a little too tight; I am sorry, but I will get them better," and Mrs. Tyhurst will depend upon this girl getting them better. Perhaps the one that made the complaint will be allowed a certain amount on the dozen.

By Trial Examiner Batten:

Q. Who will make the allowances?

A. That allowance, at the present time, is made by the instructor.

Q. Well, how was it made before?

A. Well, those things, before, were just—I am afraid they would let it go along, and Mr. Baty would see the card at the end of the week.

Q. Suppose the machine you indicated the operator or Mrs. Tyhurst said needed adjusting, and Mrs. Tyhurst can't adjust it, who does?

A. The mechanic would be called.

Q. Who would call him?

A. Well, probably the instructor, maybe Mrs. Tyhurst or the instructor; if the instructor was busy, Mrs. Tyhurst would probably call him.

Q. Either Mrs. Tyhurst or the instructor would call and say, "We have a machine up here, and will you send [fol. 3453] someone up here or come up here and see what is the matter with it"? A. That's right.

By Miss Weyand:

Q. Taking the illustration you just gave, with reference to cutting of an extra notch, could the person who Mrs. Tyhurst directed to cut the extra notch decide it should not be cut?

A. Well, that goes back to a question of fact. If it should be cut there would be no argument about it.

Q. Do they have to take Mrs. Tyhurst's word for it, that it should be cut?

Trial Examiner Batten: I presume Mrs. Tyhurst saw there should be a notch, and she would see that the notch would be put in there?

A. That's right.

Miss Weyand: And a person would have to cut it and could not refuse to obey her?

A. The word obey is so foreign.

Q. Mrs. Tyhurst has control of the section?

Trial Examiner Batten: I presume what Mrs. Tyhurst would do would be to call up the section that would put in the extra notch, whether it was the pattern department or the cutters, and say, "We can't make these dresses unless you put another notch in the collar, because the operator can't put the collar in, properly. Now, it is necessary that we have another notch."

[fol. 3454] A. There would be no authority.

Q. Just a moment. As a result, either the cutting department or the pattern department would put another notch, and then the instructions would come down to the instructor properly?

A. We don't do it that close. We just tell them.

Q. If you are going to make a change in a design, everybody along the line would have to know about it?

A. We have a perforated pattern, and that notch is put in that pattern, and thereafter that notch stays in that pattern.

Miss Weyand: So Mrs. Tyhurst has the authority to speak for the company in saying the notch should be put in? A. When you talk about authority—

Mr. Hogsett: (Interrupting) It seems to me that is carrying this question of authority to an absurdity. Now, a truck driver might be driving a truck, and another assistant on the truck might say, "You have got a flat tire, you'd better stop." Would anybody say the assistant had authority to speak for the company, because he ordered the truck to stop? In other words, we reach a point beyond all reason.

Trial Examiner Batten: Of course, I think the important point is the statement which Miss Weyand made yesterday, I believe, along with other matters, what was actually done in this plant.

[fol. 3455] Mr. Hogsett: I agree.

Trial Examiner Batten: Now, it seems to me the way to show what was done would be in the daily and ordinary operation of this plant. Now, you might call a person a foreman, when he is not a foreman, and you might call him a superintendent when he is not a superintendent; I think that is as far as I am concerned, and I think as far as the Board is concerned, with what actually took place in this plant at these various times.

Now, it seems to me some of these questions Miss Weyand has asked are hypothetical, and it seems there is no showing here that many of these things, which have been asked Mrs. Reed and answered, have ever occurred.

Mr. Hogsett: That is exactly the point.

Trial Examiner Batten: But I will say again, I am not going to attempt to tell any of the attorneys how to ask their questions. Thus far, with Mrs. Reed, I feel I have been very lenient with all of counsel, and I intend to pursue that policy until we are through with this witness, because she is the president of the company, and unfortunately was unable to testify in the prior hearing.

Now, on that basis, Miss Weyand, you may proceed. Now, what was the question?

A. Mr. Batten, may I try to throw a little light on this thing we are doing?

[fol. 3456] Trial Examiner Batten: I would suggest, Mrs. Reed, if you understood the question, that you answer the questions, and then I think we will get along.

A. Well, I will make a note of something then, when I get back.

Trial Examiner Batten: I think when Miss Weyand gets through, if your counsel wants to clarify these points, he can ask you questions regarding them.

I told you yesterday, when you get through with your testimony, if you want to make a statement, you may do so, the witness may do so.

Mr. Hogsett: Well, it is just a matter of her making a note now.

Mr. Reed: I submit if the witness wants, at this time, to make a statement to clarify any answer she has made, she has a right to do it.

Trial Examiner Batten: There is a question pending and I would like to clear that up first.

Will you read the question, Miss Reporter?

(Question was read by the reporter.)

Trial Examiner Batten: Did she have authority? I presume you are talking about the same period of time, the instructions that she gave about the notches.

A. I would say that Mrs. Tyhurst wouldn't need any authority to ask someone in the cutting department to put [fol. 3457] in a notch on a pattern, that in anybody's opinion would help the work along.

Miss Weyand: What would happen if one of the sewing operators decided that extra notch should be cut; if you want to discuss the facts, what occurred in the plant?

Mr. Reed: We have gone over that a few times.

Trial Examiner Batten: What did you say, Senator?

Mr. Reed: We have gone over that two or three times.

Trial Examiner Batten: Well, I presume an operator would make a suggestion to her instructor that if there was a notch it would work better.

A. That is exactly the point.

Trial Examiner Batten: And probably that person would suggest to Mrs. Tyhurst, or to the pattern department, "If you put another notch in, we can do a better job"?

A. It is just about as definite as that.

By Miss Weyand:

Q. What is done if Mrs. Tyhurst notices that the sequence of operation in a given section in the plant is not the most efficient? What does she do, and what do other people do with it?

A. She would do different things. She might go up to Mrs. Nichols and say, "I think the way your instructions read to have that work go through the plant is not the best way."

Q. What other things must she do?

[fol. 3458] A. She might go to the mechanic and say, the tension on some machine is too tight, and the stitches are too long. Different things could come up.

Q. I was speaking of sequence of operation.

A. If the sequence of operation—she didn't think that the sequence was most efficient, she might discuss it with Mr. Baty, or she might just go to the planning department herself, and I think it would be changed.

Q. Does she ever speak to the instructors to change it?

Mr. Reed: I object to that, if the Examiner please; it is purely hypothetical.

Trial Examiner Batten: Well, Senator, I don't think it is hypothetical.

Trial Examiner Batten: Does she ever speak to the instructor to change the sequence in the section? That is the question, as I understand it.

A. If the sequence was changed, the instructions would have to be changed, so she would go to the planning department to make that suggestion.

By Miss Weyand:

Q. Does she ever make suggestions which can be carried out without going to the planning department, but which would involve the instructors issuing new directions to the girls?

[fol. 3459] A. That is not the setup that we have. She has no—

Trial Examiner Batten: The question is, Mrs. Reed, as far as you know, did she ever do that?

A. Not as far as I know has she ever done that, under our setup. The work is planned in the planning department, and the instructor is supposed to carry out those plans.

By Miss Weyand:

Q. Does the planning department determine the sequence in which a given section works on style or colors?

A. The sequence of working on styles and colors comes from the merchandising division, the instruction as to which styles and which colors to put through first.

Q. Do they issue written instructions specifying the order in which each given style goes through each section?

A. Yes.

Q. And they do the same for color of goods?

A. Yes.

Q. If Mrs. Tyhurst should notice that inefficiency was arising due to the sequence in which styles were given a girl or in which color of materials were given a girl, would she go to the merchandising department, or does she have another method of correcting that inefficiency?

A. Mrs. Tyhurst does not have that particular thing under her management.

Q. Who does?

A. Mr. Baty would be the person that would be called [fol. 3460] upon to say the work sent through, the colors; and so forth, wasn't the efficient way to put it through, unless some one would just go up to the merchandising department, and I question if they would do that. They would go to Mr. Baty.

[fol. 3462] By Miss Weyand:

Q. Turning now to Mrs. Martha Gray, was she just one of the salesladies in the retail store from 1935 until November 1940?

A. She was.

Q. Were her functions or duties differentiated in any respect from the other salesladies' in that retail store during that period?

A. She turned in the cash, I believe, every night.

Q. Was that the only respect in which her duties differed from those of the other salesladies'?

A. As far as I know, it was.

Q. What is the extent of your information on the subject?

A. I have been in the store a number of times, and I employed Mrs. Gray, or suggested the employment.

[fol. 3463] Q. Is the retail store directly under your supervision, or is there some intermediary between you and Mrs. Gray?

A. Originally the retail store was under my direction.

Q. When did it cease to be?

A. Well, when Mrs. Reeves relieved me of many other duties. I can't state the exact month or the exact time, because a number of my duties Mrs. Reeves had been assisting me on she took over, and I don't—

Trial Examiner Batten: Can you tell us the year, Mrs. Reed?

A. I couldn't tell the exact year, possibly 1935. It was quite some time ago.

By Miss Weyand:

Q. Did the retail store continue to be under Mrs. Reeves's direction after Mr. Baty succeeded Mrs. Reeves in July of 1935?

A. I believe it did. The retail store was run in such an automatic way that there wasn't so much attention paid to it, except simply to send the left-over remnants and materials to the store to be disposed of.

Q. Do you know how many salesladies were employed in the store in April of 1937?

A. Not exactly.

Q. Could you give us an estimate, to the best of your knowledge?

A. Perhaps four or six.

[fol. 3464] Q. Would you say that there were not more than six?

A. I wouldn't say that. There were not many more than that.

Q. And as far as you know, Mrs. Gray was no different from any other [other] salesladies in the plant, except that she turned in the amount of cash?

A. I know that she sold merchandise right along with the others.

Q. You know of no other difference between her and any of the others there employed, except her turning in the cash at night?

A. I do not.

Q. What was Mrs. Gray's salary in 1935?

A. I'm not sure, but I think perhaps \$35.00 a week.

Q. Has her salary changed to date?

A. Yes.

Q. What is her present salary?

A. I'm not sure. It is somewhat more. I'm not sure how much it is.

Q. Do you know when the change in salary occurred?

A. I'm not sure.

Q. Would you provide that information for us?

A. I will speak to my attorneys at noon and see.

Mr. Hogsett: Is that not in the record?

Trial Examiner Batten: Up to the summer of 1939, I believe all of these rates are in. I believe there is a copy of the pay roll in the record.

[fol. 3465] Mr. Hogsett: Yes.

Trial Examiner Batten: I would suggest, Miss Weyand, if there is a list of these people and you want their salary status since the summer of 1939, that you make out the list and take it up with Mr. Hogsett or Mr. Ingraham and see whether or not the respondent is willing to furnish it, and under what circumstances, and then I will talk with you attorneys about the matter.

Miss Weyand: I would like to continue to ask Mrs. Reed the questions, and at the end of that questioning provide a complete list of those which I desire.

By Miss Weyand:

Q. What was Lulu Nichols's position in January, 1935?

A. She fixed the piece rates.

Q. Has there been any change in her position since 1935 to date?

A. Her activities were included in this budget system, so that she is at the present time held responsible for the expenses of her activities.

Q. Does she have a department?

A. She is in the planning department; she is one of them. At the present time she, as I said, is held responsible, to a certain extent, for the expenses of her activities.

Q. What expenses is she held responsible for?

A. All of the expenses that would be in it.

[fol. 3466] Q. Will you describe what those are?

Trial Examiner Batten: In connection with what, Mrs. Reed? You mean the price setting?

The Witness: In her instance it would be how much help she required to do it. That would be the main expense.

Trial Examiner Batten: That is her section in the planning, is the price setting; is that it?

The Witness: Yes.

By Miss Weyand:

Q. How many persons does she have in that section?

A. Well, from one to three, or perhaps more than that, maybe four.

Q. Speaking of January 1935, were the prices which she set reviewed by any person in the plant prior to their issuance to the girls?

Mr. Reed: You are speaking of prior to 1935?

Miss Weyand: January of 1935.

A. In the fixing of prices Mrs. Nichols has always had the privilege of discussing and getting help from any source she felt could give her help. I know that Mrs. Nichols—I held her to account to not allow the designing department in any way to influence her in making a lower price so that a model could be put into a certain price range that they might want to do.

Trial Examiner Batten: Mrs. Reed, I think the question [fol. 3467] implies this—I'm not sure—that after Mrs. Nichols sets the price, does that then automatically go to someone else for their approval before it goes into operation?

Is that correct?

Miss Weyand: That is correct.

The Witness: In January 1935, I don't believe it did.

By Miss Weyand:

Q. In the usual, ordinary routine case in January 1935, did Mrs. Nichols consult with someone else before setting a piece rate price? A. Yes.

Q. Whom did she consult with?

A. Sometimes she consulted with piece rate operators, sometimes with instructors, and sometimes with me.

Q. Could you give us any estimate of the percentage of instances in which she consulted with you?

A. In 1935 I would say she consulted with me rather frequently. Her desk is right on the same floor, within 20 feet of Miss Spilsbury's office, and when I am in the plant, although I have an office on the 10th floor, I spend the greater part of my time in Miss Spilsbury's office, and I would be available and in very close contact.

Q. Would you describe what prices are set on the usual garment?

Trial Examiner Batten: You mean the different items of price?

[fol. 3468] Miss Weyand: Well, one for the collar, one for the shoulder seam, one for the darts, and one for the under arm seam,—

Trial Examiner Batten: In other words, on the ordinary dress, before it goes out to the sewing room, you have a schedule. Tell us what that schedule contains.

The Witness: Mr. Batten, from time to time we change that somewhat. Sometimes we have a theory that we want to have every little operation broken up, and we go so far that way that we decide it is better to have several of them together.

Trial Examiner Batten: Just tell us in general the different operations on a dress you set a price on. I presume for every operator who performs a different operation, there has to be a price on it; is that right?

The Witness: Yes.

Trial Examiner Batten: Tell us, in general, then, the—

The Witness: There is the making pockets, making sleeves, setting pockets, sewing shoulder seams, setting collars, putting in darts, or shirring in the blouse, setting sleeves, sewing seams in skirts, sewing pleats in skirts, if there are pleats in the skirt, putting pockets in the skirts, if there are pockets in the skirts, sewing the skirt and blouse together, hemming skirts, and making belts.

By Miss Weyand:

Q. Is a separate price set per dozen for each of the operations you have named?

[fol. 3469] A. Sometimes— For instance, on a collar, a girl may do some other small operation at the same time that seems too small to have a separate operator handle.

Trial Examiner Batten: Whatever number of operations you break it down into, whether it is 5 or 50, on each one of the items you set a price per dozen?

The Witness: That is right.

By Miss Weyand:

Q. Do you have a standard price set for most of those operations that go through each style, or do you set for each style a specific price?

A. We have what we call a basic price for each operation. Then, if the material is more difficult to handle, there is an increase put on that price. If a skirt has a number

of gores in it and is very wide, or a number of pleats, and the hem is a much longer hem and more difficult to put in, naturally there is a higher price paid for that. On every operation there is a variation in price according to the type of material used, that is, whether it is difficult to handle or not, and the complications arising from the new design.

Q. Then, it is the practice for the instructions for each garment to be accompanied by a specific set price for each of the operations on that style and goods of garments?

A. That is true. When a girl starts to work on any garment at the Donnelly Garment Company she knows exactly what she is to be paid for that operation, and she knows it right at the time she starts to operate it, not [fol. 3470] at the end of the week.

Q. How is she notified of that?

A. She has a ticket that has on it the price per dozen.

Q. Mrs. Nichols fixes the price for each one of these operations separately for each style and quality of goods; is that correct?

A. That is true.

Q. I asked you this question before, but I would like to get it clear, in view of what we have gone over now:

How large a percentage of the instances in which Mrs. Nichols sets these prices does she consult with you before setting the price?

A. She does not consult with me very often now, because we have a very good basis of setting the prices. She does sometimes.

Q. How often did she consult with you in 1935?

A. More often.

Q. How often, would you say? Was it still very, very rarely?

A. Not rarely at all. I have always been very interested in the piecework prices that were set.

Q. Would it be when there was a new style that was more difficult?

A. Yes.

Q. But if it was a routine style, she would not consult [fol. 3471] with you on it?

A. Yes.

Q. What are the duties of Josephine Spalito?

A. She helps Mrs. Nichols.

Q. I'm sorry. I meant to ask you Mrs. Nichols's salary in 1935, if you know it.

A. I do not.

Q. Do you know it at the present time?

A. No.

Q. Do you know if there have been changes between?

A. I am sure there have been.

Q. Will you furnish that, please? I will furnish the list.

Is Josephine Spalito just one of numerous girls, or two or three girls, I believe you said, who help Mrs. Nichols, or does she hold a position somewhat as assistant to Mrs. Nichols, above the other girls who assist?

A. I believe she is more experienced than the other girls who help Mrs. Nichols.

Q. Does she ever set prices without consulting Mrs. Nichols?

A. Not to my knowledge.

Q. Does she supervise the other girls who assist Mrs. Nichols?

A. There are so few of them that—

Q. Does she have a supervisory position of any sort?

A. I wouldn't say she has. No, she doesn't have.

Q. Do you know what her salary was in 1935?

[fol. 3472] A. I don't remember.

Q. Do you know her present salary?

A. I don't believe Josephine was with us in 1935.

Q. Do you know when she came with you?

A. I don't remember exactly.

Q. Do you know whether she has had increases in salary since she has been with you?

A. I would think so.

Q. Has she been assistant to Mrs. Nichols ever since she has been with you?

A. I didn't say she was assistant to Mrs. Nichols.

Q. Has she done the duties you have described ever since—

A. She assembles information on the garments that are to be priced.

Q. She has done that continuously since she joined the staff of the company?

A. I don't believe she did immediately.

Q. Do you have any idea when she began doing that?

A. I couldn't say the exact date.

Q. Would it be 1935, 1936, or 1937?

A. I couldn't say exactly which year.

Q. Was it prior to 1938?

A. I would say so.

Q. But you do not know how much prior to 1938?

A. No.

[fol. 3473] Q. Would you say whether it was prior to 1937, or do you know that?

A. I believe it was.

Q. You believe it was prior to 1937?

A. Yes.

Q. When did Fred Brown become head cutter?

A. Last fall.

Q. What was his position before he became head cutter?

A. He was a cutter.

Q. Was he in any way differentiated from the other cutters in the cutting department prior to the time he became head cutter?

A. I believe he helped to lay out patterns and, having been there for a long time, he was considered an unusually good cutter.

Q. Was he an assistant head cutter?

A. He probably assisted the head cutter.

Q. Do you ordinarily have such a thing as an assistant head cutter, a job known as that?

A. I never created that job.

Q. Do you know whether or not there is a job in the plant known as assistant head cutter?

Trial Examiner Batten: You mean now, or at any time?

Miss Weyand: Whether there is now or ever has been.

A. I believe there is now.

[fol. 3474] Q. Do you know when that job began?

A. I believe Fred Brown was made an assistant head cutter at the end of 1940—toward the end of 1940.

Q. Would you be able to fix the date more definitely than that?

A. Well, I would fix the date as sometime early in November.

Q. Was it part of the budget plan you have described?

A. It was.

Q. Did he perform different duties prior to the budget plan from those he performed subsequent to the budget plan?

A. He had more definite duties and responsibilities.

Q. Would you describe the difference that was made in his duties as a result of the budget plan?

A. He was made to share the responsibility with Mr. Scoles as to managing the work, so that there would be less expense in the cutting department.

[fol. 3475] By Miss Weyand:

Q. Prior to November 1940, did you have an assistant head cutter?

A. I don't remember that we did have.

[fol. 3476] Q. At no time at which you were familiar with the operations of the cutting room prior to November of 1940 did you know of an assistant head cutter?

A. Not definitely, no.

Q. What was Ted Scoles's position in January of 1935?

Mr. Reed: That has been gone into, if Your Honor please, these identical questions.

Trial Examiner Batten: I am sure I couldn't say, Senator.

Will you answer the question, Mrs. Reed?

A. He was in the cutting department.

By Miss Weyand:

Q. Was he just one of the cutters in there, with no differentiation in his duties from the other cutters'?

A. I don't remember exactly.

Q. What was Fred Brown's position in January 1935?

A. He was a cutter.

Q. Was there any differentiation in his job from that of any other cutter?

A. Not to my knowledge.

Q. What was Ted Scoles's position in April 1937?

A. He was a cutter in the cutting department.

Q. Was there any differentiation in his function from that of other cutters' as of that date?

A. I know he did a great deal of cutting.

[fol. 3477] Q. Do you know whether there was any differentiation in his functions? A. I do not.

Q. Was he the highest-paid cutter outside of the head cutter?

A. He was considered the highest skilled cutter in the cutting department.

Q. Did he receive the highest pay outside of the head cutter? A. Naturally he would.

Q. He did, did he? A. Yes.

Q. What was Fred Brown's position in April 1937?

A. He was a cutter in the cutting department.

Q. Was there any differentiation in his function from the other cutters' in the cutting department?

A. Not that I am familiar with.

Q. Do you know how his salary compared with the salaries of the other cutters' as of April 1937?

A. It was probably somewhat higher, because he had been there a much longer time.

Q. When Ted Scoles became head cutter was Fred Brown the highest paid of the other cutters remaining in the cutting department?

A. My remembrance is that he was.

Q. Did he assist Ted Scoles in managing the cutting department? A. Not to my knowledge.

[fol. 3478] Q. Who was the head cutter at the time Fred Brown became assistant head cutter?

A. I didn't say Fred Brown became assistant head cutter.

Q. He never became assistant head cutter?

A. He may have, but I didn't make him assistant head cutter.

Q. Not even in November of 1940, when your budget system was put in?

A. In 1940 Fred Brown was put in charge of the— Let me see. In 1940— No. Ted Scoles was in charge of the cutting department—he was put in charge of the cutting department in 1940, when the budget system was put in.

Q. And Fred Brown was at that time made assistant head cutter, was he?

A. I didn't have anything to do with it if he was.

Q. Do you know whether he was or not?

A. I really don't know whether he was or not.

Q. Do you know Fred Brown's salary in January of 1935? A. Not exactly.

Q. Do you know his present salary? A. Not exactly.

Q. Do you know whether there has been a change in salary during that period? A. I know there has.

[fol. 3479] Miss Weyand: What was Jack McConaughy's position in January 1935?

Mr. Reed: I submit, if Your Honor please, every one of these questions have been asked before.

Trial Examiner Batten: I do not recall any questions, Senator, about this particular individual. I may be mistaken, but I don't recall any.

A. In January 1935, I believe he was in the mechanics department—in the parts department of the machinists' section.

By Miss Weyand:

Q. What were his duties in January of 1935?

A. Clerical work in that department.

Q. Will you describe the clerical work which he did in that department?

[fol. 3480] A. As far as I understand it, he gave out parts and took care of them. Of course Mrs. Reeves was managing the plant in 1935 to a great extent, and I didn't have a personal knowledge of what every single person did in the plant, or how they spent their entire time.

Q. Do you have a term or name which describes the job which Jack McConaughy held in January of 1935?

A. I don't remember it. I don't call it to mind.

Q. Was he called a clerk?

A. I still repeat that we do not define people and jobs down there. If we speak of Jack McConaughy, anyone in connection with that department would know what he did. We speak of people down there by their names. We have, perhaps, a rather personal way of talking. I usually, in-

stead of saying "the designing department,"—very often we say "Miss Spilsbury's department," or "where Miss so-and-so works." As soon as a person takes over a position there, they are more or less identified with that particular job, and anyone is much more apt to call their names than to call any specified title or way of speaking of them.

Q. Are you able to state whether or not Jack McConaughey was a clerk in January 1935?

A. My impression is that Jack McConaughey was for some time in what is called "the cage," and that is where the parts are kept for the repairing of machines, and so forth. Now, whether he was exactly in that department [fol. 3481] in 1935, I am not sure.

Q. Was he a mechanic?

A. He may have done a very few mechanical things. I don't believe he was a mechanic. He is not, to my knowledge, a mechanic.

Q. Would his duties consist simply of providing parts to persons when a call was made for a given part?

A. It is my impression that that was at least most of his duties. That would be my impression of what he did.

Q. Did he assign persons who were to install the parts when he provided the part that was called for?

A. In the sense of managing the repair of the equipment or machines, he did not. When a call came to Jack, he would simply relay that a belt was to be fixed on a buttonhole machine, or perhaps an embroidery machine, or a hemstitching machine, or single-needle machine.

The mechanics, to some extent, are like doctors, they specialize on certain kinds of machinery. The man who was especially good at fixing a buttonhole machine would naturally be called to do that particular work.

[fol. 3482] Q. You say he would be called to do that work, who would call him?

A. He would be asked to take the call by Mr. McConaughey, I suppose; that is my impression of what the work was.

Q. What is Jack McConaughey's present position?

A. He is in charge of the maintenance department; we have made a great many changes in the last few months, and have established a regular maintenance department, and Mr. McConaughey is now in charge of that.

Q. When did he become in charge of the maintenance department?

A. It is very recent, very recently.

Trial Examiner Batten: Was it this year? A. Yes.

Miss Weyand: 1942, is that correct? A. Yes.

Q. Was someone in charge of the maintenance department prior to the time Mr. McConaughey took it over in 1942?

A. No. Our maintenance department has been rather at loose ends for quite some time, and we finally decided that there should be a head to the maintenance department, and we selected Mr. McConaughey, because he had had experience in the parts department, and had understood taking care of them and putting them out, and for some time he has been keeping a record of the parts.

[fol. 3483] Since the wartime, those parts have become very valuable, and a great many of them cannot be replaced; they are frozen; and we felt that we haven't probably been as particular about taking care of them as we should, and so we have set up a maintenance department.

Now, Mr. McConaughey is responsible for the parts, and for seeing that none of them are lost, and they are very well taken care of.

By Trial Examiner Batten: -

Q. Just what do you include in that department, that he has, Mrs. Reed, what does it take in?

A. I haven't gone into the real details of it.

Q. Well, does it take in janitor work, some of this work that Mr. Price used to do, or is it strictly limited to maintenance on machinery, or does it include maintenance of the building, also?

A. Well, part of the maintenance of the building is taken care of by the people who own the building.

Q. The part that they do not take care of?

A. The part we do—my understanding is, all of that maintenance was to be put in one department, and Mr. McConaughey was to take the responsibility for it.

By Miss Weyand:

Q. Is Mr. McConaughey under or responsible to Mr. Price? A. He is not.

[fol. 3484] Q. Who is Mr. McConaughey under?

A. He would be under Mr. Baty now, but of course he would work in close touch with Mr. Bachofer, because the work he is doing involves a great deal of expense.

Q. Will you state Mr. Bachofer's present position?

A. I would say he was controller. He has complete charge of all of the records and cost accounting.

By Trial Examiner Batten:

Q. Well, is Mr. Bachofer an official of the Donnelly Garment Company, or Donnelly Sales, I don't remember the difference, or is he an officer in both?

A. I don't know whether you call the controller—he is not an officer of the corporation of either one.

Q. Either one? A. No.

Q. He is an employee in this budget, by the Donnelly Garment Company and Donnelly Sales Company?

A. Both of them.

Q. Both of them? A. Yes.

By Miss Weyand:

Q. Does Jack McConaughey have any persons under him whose work he directs?

A. At the present time I feel that he has.

Q. Do you know how many persons he has at the present time under him?

[fol. 3485] A. I do not.

Q. Prior to 1942 what difference was there between Jack McConaughey's duties and his present duties?

A. Well, for—

Mr. Reed: (Interrupting) I submit that question has been answered and the details given in each instance. It has been asked what were his duties at a certain time, and what they were at another time. Now it is asked, to state the differences.

Trial Examiner Batten: Well, the witness may state what the difference is, in her opinion.

Mr. Reed: Well, I object to this interminable repetition.

Trial Examiner Batten: She may tell us what she considers to be the difference:

A. Mr. McConaughey has been in two or three different positions in the last several years, since he first came to our place.

By Miss Weyand:

Q. Can you state them chronologically, with approximate dates? A. I can not.

Q. Will you state such positions as you can recall, and indicate, as best you can, the time when he held those positions?

A. I know that he was in the parts department, and [fol. 3486] received calls for parts and calls for mechanics, and I know that he kept track, and kept an inventory of machinery and parts for a while.

Q. Are those the only positions that you recall his having held? A. Yes.

Q. Did he have persons to assist him in his work in any of those positions? A. No.

Q. Did he have persons to whom he gave instructions, or to whom he assigned work, in those other positions?

A. No.

Q. Do you know what his salary was in January of 1935? A. I do not.

Q. Do you know what his present salary is?

A. I do not.

[fol. 3489] By Miss Weyand:

Q. What were the duties of Dewey Atchison, what was his position in 1935?

A. For 1935?

Q. Yes.

A. I believe that Dewey Atchison, in 1935, was assisting in the merchandising plant.

Mr. Hogsett: Mr. Examiner, I heard you say a little bit ago, and I was glad to see you say, you wanted to avoid duplication. Now, I positively know that the subject matter of Dewey Atchison's duties, what he did, was made the subject of the most exhaustive inquiry at the 1939 hearing, and I know that, because for the last two weeks I have spent most of my time reading this record, and it is fresh. The whole thing was gone over again and again, with witness after witness, and surely that ought to be enough, at least up to 1939. I am suggesting, in the interest of saving time on a person of that category, whose duties were fully explored, that counsel consider taking only the changes from

'39 to date, and then, by putting the two together, we will have the whole picture as to that person, and it will be fully disclosed. I don't want to forego any rational examination.

If the purpose is merely to test Mrs. Reed's memory, which seems a futile thing to do, if that is proper, all this is [fol. 3490] proper enough. If the purpose is really to get at what duties Atchison had, then I venture to offer the suggestion that the Board's counsel take it from '39 to date, rather than going over the same ground again and again.

Mr. Reed: It has been gone over in this hearing.

Trial Examiner Batten: Mr. Hogsett, one of the things that have been troubling me all of this week, and I don't know how we are going to settle that, and I am afraid is going to raise from time to time, that is, just what did the Eighth Circuit intend, when it suggested further testimony in this case. Now, I might say that I have given that a lot of thought, and I have read the decision over, well, I venture to say 25 times anyway, and underlined various parts of it, and I presume all of counsel have done the same thing.

It already has come up in this hearing two or three times, and I feel like suggesting two or three times that all counsel give some thought to that matter, and I am not sure that time won't be saved by all of us, if we were to have a conference of counsel, and see whether or not there is any common ground at all, or any agreement on any one point, as to what the Eighth Circuit intended. Now, I can understand, if we do not arrive at some kind of an understanding, or I do not take the responsibility for placing a limit somewhere [fol. 3491] on it, we are apt to not only try this matter all over again, you might say, from the beginning, but try over several other matters that weren't at issue in the last hearing. I am making these remarks now, because I want all counsel to give some thought to it, and I had in mind, when we finish with Mrs. Reed, conferring with all counsel about that matter.

Mr. Hogsett: That will be very helpful.

Trial Examiner Batten: All I can say about the situation now, Mr. Hogsett, what I believe I said Tuesday, when Mrs. Reed was testifying, and yesterday and this morning,

that is, that I don't feel that I should attempt to limit the testimony of Mrs. Reed, because of her position with the company, and because of the fact that she did not testify in the prior hearing.

Now, I don't want counsel to feel that because I have been, at least what I consider to be extremely liberal with Mrs. Reed, that I intend to follow the same practice with witnesses hereafter, unless they are witnesses of importance. I mean by that, officials of the company who did not testify in the prior hearing.

Now, on the basis of that statement, I am not going to limit Miss Weyand, but I will say this: I might be mistaken, but I have a recollection that this morning, Miss Weyand, you went into, to some extent, the matter of [fol. 3492] Dewey Atchison's duties. I may be mistaken, but my recollection is that you did; but you may proceed with your examination.

Miss Weyand: I believe there is a question pending. Read it, please.

(Question read by the reporter.)

A. Miss Weyand, by 1935 Mrs. Reeves had taken over the management of the plant, and I don't pretend to know every single thing that everybody did at that time. From time to time, Mrs. Reeves consulted with me on the policy and people; to some extent, I am familiar with them, but I made no pretense of knowing what everybody did, how much every mechanic made, and how much every cutter made, I make no claim.

Q. If you are trying to say that I am non compos mentis in regard to that plant, maybe I am. I have been able to keep my people working for a good many years, when most other plants have not. You may not think that I have a good memory or good mind, and want to prove it.

By Miss Weyand:

Q. Can you say what Dewey Atchison's duties were in January, 1935?

A. I say that I can't state exactly what they were.

Q. Will you state, as far as you understand, what they were after he was under Mrs. Reeves' direction?

A. I will state that.

Q. Did he have persons working under him?

[fol. 3498] A. Not to my knowledge.

Q. Could you state further the type of work that he did?

A. I stated that I make no pretense of keeping track of what everybody in the plant did.

Q. Was he in charge of timing piece rates, timing work to piece rates, to produce piece rates?

A. He may have done some piece rate timing at different times; I don't know that of my own knowledge, what he did in 1935.

Q. Do you know, to your own knowledge, whether he has done any of that work since 1935?

A. I do not.

Q. What is Dewey Atchison's present position?

[fol. 3494] A. He has ideas about manufacturing and— I don't know what his present title is. If we have a new method of production, we discuss that with him—Mr. Baty discusses it with him, and probably Mrs. Reeves, if it has anything to do with her getting work into the plant.

Q. Does he have persons working under him at the present time?

A. He has at the present time.

Q. Is there some name by which you designate the group that works under him?

A. There is no name by which I designate them.

Q. Can you describe what their duties are?

A. They work on plans of putting the work through the plant more efficiently, trying to devise methods of production, and so forth.

Q. Is the work his group does generally known as industrial engineering work?

A. I never conferred that title upon Mr. Atchison.

Trial Examiner Batten: Do you know what an industrial engineer is, Mrs. Reed?

A. Yes, I know what an industrial engineer is. I have employed some of them.

Q. The only reason I asked you was, I have heard so many different descriptions of that title—

A. I am under the impression that an industrial engineer [fol. 3495] has certain training, like a certified accountant. While Dewey is a very clever young man and has had a lot of experience, I don't believe he has studied any course of industrial engineering.

Q. Well, to dispose of the matter, you do not call him an industrial engineer, or consider him one?

A. I have employed industrial engineers and—

Q. The question is, Mrs. Reed, do you consider him an industrial engineer?

A. I don't know what difference it makes whether I do or not.

Q. Let's assume it doesn't make any difference.

A. I don't see that it does.

Q. Let's assume it doesn't. Do you consider him an industrial engineer?

A. He and I have never agreed that he is an industrial engineer.

Q. Do you consider him one?

A. I have never thought of it before. I have thought of industrial engineers as people outside who sign up and consider themselves as industrial engineers to—

Q. Do I get it from your answer, then, you do not consider him an industrial engineer?

A. I do not consider him an industrial engineer. That is no reflection on him, however.

[fol. 3496] By Miss Weyand:

Q. Is his work that of establishing efficiency methods within the plant?

A. He makes suggestions, and some of them are taken and some of them are not.

Q. What difference is there between his work and the work which Mrs. Tyhurst does?

A. Well, Mr. Atchison is not held responsible for the quality of the work as it is put through production.

Q. What is he held responsible for?

A. I don't know whether you can say a person is held responsible for ideas or not. He furnishes some ideas about production and makes a study of the efficient way for a garment to go through the plant and makes suggestions about how to handle it.

Q. Is he in the planning department?

A. He is often consulted in the planning department.

Q. But he is not a member of the planning department?

A. I would say he was a member of the planning department, if you put it that way.

Q. Does he work on plans for given styles or dresses regularly, as each style comes up?

A. Very often I call him into the designing room myself, if I have an unusual design or an unusual thing to be done, and ask him if he has any suggestion of a better way to do it than the way it seems we are going to have to do it.

[fol. 3497] Q. Is his job primarily concerned with the manner in which each given style is made in the plant, or is he concerned more with general methods? Is his work directed to each specific style, or does he make plans as to the general mode of operation followed?

A. Well, if you make plans on the general— After all, it is an individual garment that is made. I would say he makes suggestions both ways.

Q. Is his work primarily one or the other?

A. Sometimes it is perhaps one and sometimes perhaps the other. If we are putting a new line into the plant, it is more on the individual garment. Then, if he has a little extra time, he is perhaps working on some idea he might have, or some suggestion he might want to make about our planning generally.

Q. Does his work deal with the organization of the plant as contrasted with the sequence and manner of operations on a given garment?

A. I don't understand your question, Miss Weyand.

Trial Examiner Batten: Will you read the question?

(Thereupon the last question was read by the reporter.)

The Witness: The question doesn't make sense to me.

Trial Examiner Batten: What does "organization" have to do with "sequence"? I don't understand the distinction between the words "organization" and "sequence."

[fol. 3498] Miss Weyand: I will go into what I had in mind in asking that that question be answered.

By Miss Weyand:

Q. Will you describe how a section of sewing operators in your plant works?

A. Now, what do you mean, specifically?

Q. Are there two methods, in the garment industry, of making a dress; one, having a skilled operator make substantially a complete dress, and the other, having a section of approximately 40 girls, each specializing on one operation, making a dress?

A. Answering your question, there are two general methods of sewing. One of them is that an operator makes an entire dress, and she is supposed to be a skilled dressmaker. The other is where a section—each operator makes just one section of a garment. Now, that sectional sewing is what is used in my plant.

Q. Does the sectional method of sewing require less skill on the part of an operator than the other method?

A. As a dressmaker, it would. In the other method, a woman would have to be a skilled dressmaker to know how to put a whole garment together. In the sectional plan a woman could be taught to do just a certain part of the garment.

Q. Is there a term which covers the other method? You call yours the sectional method. Is there a name for the other method?

[fol. 3499] A. I would say dressmaking.

Q. One is a dressmaking system and the other a sectional system? Would that be the correct way to refer to it?

A. Yes.

Q. Does your sectional system require a larger degree of planning on the part of the management than the dressmaking system?

A. Yes.

Q. Did you devise the sectional system?

A. No.

Trial Examiner Batten: Just a moment. You mean, did Mrs. Reed herself originate the idea?

The Witness: Oh, no. The sectional system has been used in the overall, work clothing, and children's clothing industry for several years.

Trial Examiner Batten: I think with Ford's system, and other mass production systems in general, there is the breaking down of a trade into its component parts. I presume it is the same theory, is it not?

The Witness: Yes. The same thing has been done in overall plants and children's garment plants for many years.

By Miss Weyand: .

Q. The reason I asked was because you stated yesterday in your statement that the institution of instructor was something new in your plant.

A. You misunderstood me, or probably took in more [fol. 3500] than I intended that you should.

Q. Could you clarify what seems to be my misunderstanding in that regard?

A. I meant that I started the system of having so many machines, with an instructor to show the girls how to do the work. And particularly, I had— In my own specific instance, I just have 40 machines, and in other plants, they may have 30, 50, or any other group, under an instructor.

Q. Does Dewey Atchison's work concern itself with the method of organization, that is, how many girls you have in a section, or whether the examiners, of whom we spoke this morning, shall be in a separate section or in a section together with the sewing girls?

A. I would say that Mr. Baty really has charge of that. He discusses the plans and ideas with Mr. Atchison.

Q. The plans that Mr. Atchison deals with are plans in that field, primarily, are they, rather than plans on each specific dress from day to day, as you plan the instructions for this dress?

A. Miss Weyand, I couldn't tell you just exactly what duties Mr. Atchison has from day to day because he is not under my direct authority. I don't know. I do not feel that it is necessary for me to know just exactly what Dewey does from day to day, whether he spends this much time on this, and that much time on that—I don't pretend to know that.

[fol. 3501] - Q. You could not say whether his field is generally planning as to organization and structure of plant operations as opposed to getting up the instructions on a given style?

A. No, I wouldn't say it is. He helps on both.

Q. How many persons does he have assisting him at the present time?

A. I don't know.

Q. What changes have occurred in his work in recent years? Do you know of any?

A. I know that Dewey came in under this budget system, trying to pin down individual people for responsibility to help to get down the expenses and keep them down.

Q. Had he been working in that general field prior to the institution of the budget system?

A. He was working in that field. I would say he was. As I said before, he was working for a number of years with Mrs. Reeves, and for a number of years with Mr. Baty.

[fol. 3502] By Miss Weyand:

Q. What were Hobart Atherton's duties in January of 1935?

Mr. Hogsett: Objected to 2s repetition.

Trial Examiner Batten: Hasn't that been covered, Miss Weyand?

Miss Weyand: I have not asked about him.

Trial Examiner Batten: Well, I haven't been making [fol. 3503] notes of these names.

Mr. Reed: Now, Mr. Examiner, if you will permit me,— I made a list of the persons that were inquired about; I have it here before me, and he was inquired about.

Miss Weyand: I will concede I inquired about Mr. Atherton, and I am very sorry.

Mr. Reed: She inquired also about Miss Spilsbury, Mrs. Gray, Jeters, Strickland, Justus, Tyhurst, Scoles, Hartmann, Hauser, Belter, Fitzgerald, Fred Brown, Dewey Atchison, Mutchler, Nichols, and Ely.

Miss Weyand: I have inquired only about certain of those as to 1935, and I wish to bring them up to date. I did make an error about Mr. Atherton. I will watch that and try not to do it again.

[fol. 3504] By Miss Weyand:

Q. Was Cecile Ealy employed by the Donnelly Garment Company, in January of 1935?

A. Yes.

Q. What was her position?

A. I don't remember what her position was in 1935.

By Miss Weyand:

Q. What is her present position?

A. I believe assistant to Mr. Baty.

Q. When did she become assistant to Mr. Baty?

A. In 1940, and toward the end of 1940.

Q. Was that in connection with the reorganizing you have described?

A. It was.

Q. And what were her duties prior to that time?

A. Mr. Baty was in charge of the plant, and I don't know exactly what her duties were.

By Miss Weyand:

Q. Does Cecile Ealy now hold a supervisory position?

A. I would say that she does not.

Q. Is her position in any way intermediary between the [fol. 3505] instructors and Mr. Baty?

A. I can't say exactly what her duties are. I know she assists Mr. Baty in his work. Now, just what she does do, I don't know.

Q. You can't state anything further about her work, except what you have just stated?

A. No.

Q. What is Mrs. Bogart's present position?

A. She is in the dividing department.

Q. Does she hold a supervisory position?

A. I would say she does not.

Q. Does she — is she instructor of the dividing department?

A. She is the person that directs the way the work is done in that department.

Q. Could you state what the work in that department is?

A. It is dividing. We probably have 100 dozen garments in one cutting, and in the dividing department, they put it into bundles, whatever size bundles are called for on the cutting card; they are separated into bundles, perhaps two dozen.

By Trial Examiner Batten:

Q. And do they route the bundles to the section?

A. Yes, and then the bundles are taken in baskets by what we call bundle boys, to the sections.

[fol. 3506] By Miss Weyand:

Q. How many employees does she have, to whom she gives directions?

A. In that dividing department there, I don't know exactly how many in numbers. Mr. Baty has general charge of that, and he has as many in there as he needs.

Q. Could you approximate, at all, the number?

A. I suppose eight or ten.

Q. And has she been in charge of that department continuously since January, 1935?

A. I wouldn't say that she was in charge of that department; she was considered as instructor, and would have—the same thing would apply to her as all the others, applied to all the other instructors. Mr. Baty took that department over, and that section.

Q. She was an instructor in January, 1935, was she?

A. She was in a similar situation as an instructor.

Q. She has continued in that department without a change except those changes which occurred as to instructors in July, 1935, and then again at the time of reorganization in November of 1940, has she?

A. Will you state that question again? This late in the afternoon it is hard for me to get it.

A. I am not absolutely sure about Mrs. Bogard, be-
[fol. 3507] cause there were so few people required to do the dividing. I don't know exactly what her situation was.

By Trial Examiner Batten:

Q. When Mr. Baty was put in charge of the plant, she was under Mr. Baty? A. Yes.

Q. Were there any changes made at that time in her duties or responsibilities?

A. Mr. Baty was instructed to take over the entire responsibility in the plant.

Q. Well, was this it, the same change?

A. If she had responsibility that he felt—

Q. He should take, he took it? A. Yes.

Q. Do you know whether he did take any of her responsibility, do you know of your own knowledge?

A. From my understanding with Mr. Baty, he did.

Q. In November or December, when you put in the budget system, did that apply to Mrs. Bogart's section, the dividing section?

A. I would—I don't remember exactly, because I didn't personally interview everybody on this budget system.

Q. You don't know whether the dividing section was put under the budget or not?

A. I know that these sections were not put under the budget; I explained that yesterday. The instructors didn't [fol. 3508] go under a budget.

Q. Do you know whether there was any change made in November or December, in Mrs. Bogart's section?

A. Mrs. Bogart would have had the same responsibility put on her again that the instructors had.

By Miss Weyand:

Q. Was Lyle Jeters employed in the company in 1935?

A. He was.

Q. What was his position?

A. I think he was a mechanic.

Q. Did he have any supervisory duties in the mechanical department prior to December of 1940?

Mr. Ingraham: Just a minute. Didn't you inquire about this person, Lyle Jeters, yesterday? I think you did.

Miss Weyand: I don't have any record that I did. I looked over the record, and I don't have any record that I did.

Mr. Reed: Yes, I have it, and also have the answer. Something was said about him being in the notion department.

Trial Examiner Batten: It is a matter of a question or two. Let's proceed. It will take less time, if you are not certain.

By Miss Weyand:

Q. Did he have any supervisory duties prior to December, 1940? A. He did not.

[fol. 3509] Q. Was he working in the mechanical department, in any different position from that of any of the other employees of the mechanical department, prior to December, 1940? A. He is an expert mechanic.

Q. Did he direct the work of the other mechanics, if any, in regard to prior to December, 1940?

A. Not to my knowledge.

Q. Do you have sufficient acquaintance with the mechanical department prior to December, 1940, to know whether or not he did direct the work of the other employees therein?

A. My information and understanding is, and I believe that I was familiar with it enough to know, he did not have.

Q. Have you personally participated in all general decisions pertaining to labor relations matters in your plant during the period of 1935 to the present time?

A. That is a pretty big order.

Trial Examiner Batten: Do you mean whenever a general policy, labor policy, is confronted, she participated?

Miss Weyand: Has she participated in the decisions each time there has been a change in that period?

A. I don't know what you mean, change of labor policy, in that period.

By Miss Weyand:

Q. Whenever a problem comes up, do the other persons consult with you, when it affects labor relations?

[fol. 3510] A. Since 1935?

Q. Yes.

A. My understanding is that no one, in my company, would do anything that affected labor relations without discussing it with me.

Q. Are you acquainted with the manner in which the pay roll is kept? A. In a general way.

Q. On Board's Exhibit 28-A, being pay roll for the period of April 16th to April 30th, 1937, I notice that a general heading entitled "Buying Record" is there. Could you tell me what that heading means? I will be glad to show you the exhibit. I direct your attention to Exhibit 28-J and 28-K. Will you explain to me what the term "Buying Record" means.

A. I can't see what relationship that has with labor relations.

Trial Examiner Batten: The question is, and the only question to you, do you know what that term means?

A. Mrs. Reeves keeps certain buying records.

Trial Examiner Batten: Is that what it refers to?

A. It says "Buying Records" and the different—two girls' names.

By Miss Weyand:

Q. It is continued on the next page, and appears to be a subdivision, and there is the Receiving Department, [fol. 3511] and the Buttonhole Department, and the pay roll is broken down?

A. Without examining this further, I don't exactly know what you want. I might say that it may have something to do with cost accounting.

Q. Examine it as much as you wish, to determine what that means. I would suggest that you look through some 10 or 12 pages preceding, and some 30 or 40 pages thereafter, if you want to get a general picture of what that exhibit is. A. I would like to.

Q. Take your time.

A. You said about 12 pages before?

Q. The whole exhibit, I suggested.

A. You don't mean for me to read this whole thing?

Q. Here it is. Take a glance so you will know what you are dealing with. It is right here, and after reading the stipulation, if you will glance through the next 68 pages, it will be very evident to you what they contain.

A. It says they contain the pay roll of the time workers.

Q. That is correct. A. All right.

Q. You will see they are broken down to departments on this first page, 28-A. You have a Cutting Department,

and following that are the names of the time employees in the cutting department?

[fol. 3512] A. Yes, I see Ted Scoles and Ben James, and a number of cutters.

Q. And 28-B continues the cutting department, and then you will find the dividing department following that?

A. Yes. In the dividing department is Mary Bogart, Mary Hull and Edna Curry—

Q. I don't think you need to read them.

A. And here are the instructors and floorladies. I think at this time I should make the remark that floorladies in our plant are not the same as a floorlady, generally speaking, in another factory. These are the women that do this work, are merely on the floor, on the section, and give out work, and have nothing to do with the direction of the work.

By Trial Examiner Batten:

Q. Mrs. Reed, you notice the pay roll is divided into departments, is that true? There is a section of pay roll headed up by a name of some kind?

A. That is, I believe, for the purpose of knowing where to charge—

Q. Irrespective of the purpose, you notice that is done?

A. That is done for cost accounting purposes.

Q. Irrespective of that, it shows that on the exhibit?

A. Yes.

Q. Now, the question is, what does the heading mean, that Miss Weyand referred to, what was the name?

Miss Weyand: "Buying Record".

[fol. 3513] Trial Examiner Batten: What does that mean, when that heads a section, when there is a section under that heading?

A. Well, in Mrs. Reeves' department, I don't know why she separated "Buying Record" with two girls working on it.

By Miss Weyand:

Q. I think you are mistaken about the two girls. It went over on the next page, and contained more names.

A. Well, the pressing and folding department,—let's see. And the buttonhole department, Stella Willis is listed and Harold Etherton is in the hand sewing department,

and Francis Morrison: You can't take this list literally, because I see "Hand Sewing Department, Francis Morrison," and down in the next line was H. J. Etherton, T. G. Boozell, and he is down in the lobby on the first floor, and they have them here in the hand sewing department. I think they would strenuously object to being classified that way.

Q. I wasn't in the case before, and I see a stipulation on the exhibit that is what your pay roll records show.

Mr. Langsdale: The record was prepared by Mr. Ingraham, and I suggest if it is incorrect, he take it back and correct it.

Trial Examiner Batten: Well, let's get back to the question. The question is, what does "Buying Record" mean to you?

[fol. 3514] A. Did she ask me to look this whole thing over?

Mr. Hogsett: They want the definition of two words.

A. They say this is absolutely correct.

Trial Examiner Batten: No one said it was correct or incorrect. The only question to you is, what does "Buying Record" mean to you. Does it mean anything? If it doesn't mean anything to you, well, that is the answer.

A. I see Jack McConaughey is in the clerical and maintenance department.

Mr. Hogsett: To speed it up, is there any objection to calling the head of the accounting department?

A. The point is, we can clear it up very easily, Mr. Hogsett. The same thing has happened to be put in here about Mr. Etherton and Mr. Boozell, in these departments, that has happened to the buying record, with two girls in here. They have Herb Fountain, and there are a great number of names here.

By Trial Examiner Batten:

Q. Those people don't come under that sub-heading, is that your position, on the other page? The only point, Mrs. Reed, if you don't know—

A. Well, I don't know. I didn't make up the pay roll.

Q. If you don't know what it is, Mrs. Reed, that is the answer.

A. Well, I really don't know.

Q. All right, that's the answer.

[fol. 3515] Mr. Reed: We will undertake to have somebody who does know.

By Miss Weyand:

Q. Could you tell me who determines how the pay roll is set up, in reference to departments?

A. I believe Mr. Bachofer does that.

Q. You give him no directions whatsoever as to that?

A. I haven't recently.

Q. Did you in 1937?

A. No.

Q. Did you ever have occasion to examine the pay roll to see how it was kept?

A. The only time I carefully examined the pay roll was in our injunction suit, when I looked over the piece-workers' pay roll. I have no occasion to check pay rolls. I depend on the people who get them up to get them up correctly.

Q. Did you ever give any directions as to whether the head of the department was to be carried on the pay roll in the same department with the other time-workers in that department?

A. Miss Weyand, I have never given any directions about office work. That is one thing I have done very little about.

Q. Do you know what has been the practice as to carrying the head of the department on the same pay roll sheet with the other time-workers in the department?

[fol. 3516] A. No, I really don't know.

Q. If you went to the pay roll to examine the record of the head of the department, where would you look for it?

A. I would never go to a pay roll to examine the record of a head of a department.

Q. What was your remnants department?

A. I didn't know there was a remnants department.

Q. Referring to Board's exhibit No. 28-BBB, will you look at the names of the employees listed under "Remnants Department" and see if you can tell me what those employees do?

A. I really couldn't, Miss Weyand.

Q. Are you acquainted with the names of the girls that appear there?

A. Some of them.

Q. Do you know whether they do, or did on this date (indicating on Board's exhibit No. 28-BBB), which is July 1937?

A. It doesn't say "Remnants Department" here. It says "Dividing Department."

Q. Right here (indicating)—

A. Oh, excuse me. I didn't look at the top there. The remnants have been handled in various ways. At times they were folded in the factory, and my recollection is that very often, if we are a little short of work, we have a certain group of—oh, an operator, or anybody—we would keep them busy by folding remnants. Now, that is done [fol. 3517] either in the plant, or it may be done in the store. I don't know. It's an awfully big job, folding remnants, but I never heard of a remnants department.

Q. Is that what these girls (indicating on exhibit) did at that time?

A. I don't know. I am not acquainted with that. I think different girls folded remnants at times. I don't think there were specialists in remnant folding.

Trial Examiner Batten: In other words, you do not recall any of those names, Mrs. Reed, in 1937?

A. No.

By Miss Weyand:

Q. This continues on Board's exhibit No. 28-CCC.

A. I am not familiar with those names.

Q. I notice there is also a further name in that department, on Board's exhibit No. 28-DDD, Molly Smith. Are you acquainted with her?

Mr. Housett: Mr. Examiner, I object to this line of inquiry as absolutely pointless. Now, I make that objection seriously. It doesn't tend, even in the remotest degree, to prove that the Donnelly Garment Company sponsored, dominated, coerced, or otherwise influenced the formation of the employees into a union, or to prove or even bear upon any allegation in the complaint. What a given girl did in folding remnants hasn't a thing in the world to do with anything we are here to try.

[fol. 3518] I think the Board should have just as broad latitude as Your Honor has wisely given us in the direct examination of Mrs. Reed, for the reasons you have stated, but there ought to be a limit here somewhere. If we are going into the picayune matter of a girl folding remnants, what in the world has that to do with anything we are here to try?

I submit, I think Your Honor ought to intervene.

Trial Examiner Batten: Miss Weyand, what have you to say about that?

Miss Weyand: I think the purpose of my examination will become evident as I proceed. I prefer not to state it at this time.

~~Trial Examiner Batten: If I will excuse the witness,~~ do you care to state your purpose?

Miss Weyand: I would rather you rule on each question as I put it.

Trial Examiner Batten: I don't care to rule on each question—

Miss Weyand: I might say, there will be no further examination of the type I have just given. I am proceeding to a question which is not of that type.

Trial Examiner Batten: You mean this question you have asked?

Miss Weyand: She has completed that question, and I was proceeding to ask another question.

[fol. 3519] Trial Examiner Batten: You may proceed.

Miss Weyand: Will you look at Board's exhibit No. 28-KKK, under the heading "Retail Store," and state to me whether those were the salesladies in the retail store on the date there specified, being July 1, 1937, to July 15, 1937?

Mr. Hogsett: Objected to as immaterial and not tending to prove anything in this case.

Trial Examiner Batten: I will overrule the objection. She may tell us if those were the people in that department at that time.

A. I am not entirely familiar with the people in that department in the store. I really couldn't say.

By Miss Weyand:

Q. Have you read over the names there appearing?

A. I have. There are some of them I know were in the store.

Q. Will you identify which ones you know were in the store?

A. Rose Murray and Camilla Cochran.

Q. You don't know further than that?

A. No.

Q. Do you see Martha Gray's name there?

A. No.

Q. How do you explain the absence of her name from the pay roll?

A. I didn't have a thing in the world to do with getting [fol. 3520] up the pay roll. They keep the pay rolls down there in order to make it easy to keep the cost accounting, so if they charge a certain percentage or certain people to one set of cost accounting records, they will do so. I am not familiar with how they get up a pay roll. I will have to admit that the ways of cost accounting are complete mysteries to me. I have never attempted to go into it. I have never had anything to do with getting up a pay roll or telling anybody how it should be gotten up, or had anything to do with the cost accounting at our place.

Q. Did Martha Gray's duties from July 1 to July 15, 1937, differ from the salesladies' you identify as having known on this pay roll?

A. I know of one practice. She may have been on vacation and, for some strange reason, at our place when a person is on vacation they are not on the pay roll at that time.

Trial Examiner Batten: The question, Mrs. Reed, is, were Mrs. Gray's duties at that time different than the duties of the girls you have identified here?

The Witness: They get the pay, very often, before they go, or get it before they come back, but at that specific time they wouldn't be on the pay roll.

Trial Examiner Batten: The question, Mrs. Reed, is, were Mrs. Gray's duties at that time any different than the duties of the two girls' you have identified as working in [fol. 3521] the retail store? Whether she was on vacation or whether she wasn't, were her duties any different than these two girls' in the retail store?

The Witness: I don't know that they were. However, I wouldn't be able to say what Mr. Bachofer did in getting up his pay roll.

Trial Examiner Batten: I didn't ask you anything about the pay roll.

The Witness: I am just saying, the fact that their names are not on the pay roll in this specific place would be something I couldn't explain.

By Miss Weyand:

Q. Your best explanation would be that she was probably on vacation?

A. I didn't say that was my best explanation. I said when people were on vacation, I noticed they were not—

Q. Would you expect to find her name amongst those?

Trial Examiner Batten: "Amongst those"?

A. I am telling you, I wouldn't know where to expect to find anybody's name on my pay roll.

Trial Examiner Batten: What do you mean, "amongst those"?

Miss Weyand: Under the heading "Retail Store," with the girls' names she saw there and knew as girls in the retail store.

The Witness: I still say that the getting up of a pay [fol. 3522] roll that is worked out in connection with the cost accounting is something I have never had anything to do with, and I don't know why they put certain names in certain places.

Miss Weyand: Do you know of any reason—

Trial Examiner Batten: Just a moment, Miss Weyand.

Irrespective of who makes up the pay roll, or where they put names, would you expect to find Mrs. Gray's name

on the pay roll in the same place you would find the other girls who were working in the store?

The Witness: Unless there were some reason for its not being there, I would.

By Miss Weyand:

Q. What reason might there be for not placing it there?

A. I don't know. I have explained I don't know anything about how they get up a pay roll or why they put certain names in certain places.

Q. Was there anything in her duties which would lead you to think that a cost accountant might reasonably place her in a department different from which he placed the other girls you noticed there?

Mr. Hogsett: Objected to as basing speculation upon speculation and nothing at all of any value.

Trial Examiner Batten: The objection is sustained.

By Miss Weyand:

Q. Will you look at Board's exhibit No. 28-NNN and tell me whether or not you notice Martha Gray's name [fol. 3523] there? A. It is.

Q. You will notice, that is the same pay roll period?

A. It is.

Q. Can you explain why Martha Gray's name appears on that page of the pay roll and not with the other sales-girls'?

A. Now that I see other names there, I can understand that the cost accountant might decide to charge a certain percentage of the cost of selling the goods direct to the buying, because here (indicating on exhibit) is a girl that I know would be directly charged to buying, and that would be my explanation of having her under "Buying Records."

Q. Will you look at the other names under "Buying Records" and explain why they should be charged to "Buying Records"? Herb Fountain is the first name:

A. He was cutting up the material, and in the cost accounting we have a charge that is added on to the cost of material that takes in—I don't know how much or what. The only reason I would say there, they might have put that into the cost of material.

Q. Is there any reason why Herb Fountain should be selected rather than another cutter?

A. I wouldn't know.

Q. Is there any reason why Martha Gray should have been selected rather than one of the other salesladies?

[fol. 3524] A. I wouldn't know.

Q. Would there be a reason why Florence Strickland's name should appear on there rather than among the other designers? A. I wouldn't know why.

Q. Would there be a reason why Ella Mae Hyde, the personnel manager, should be charged to the buying records?

A. I said I don't know how they get up the buying records, and I don't know how they get up the pay roll. I don't know how they arrive at what they charge to what.

Q. You will notice this "Buying Records" section from July 1 to July 15, 1937, contains in large measure a collection of the names which we have been talking about. Will you look that over and notice?

A. I can understand why Ella Brown would be charged to the buying records, and Katie Schleicher.

Q. You will notice that the "Buying Records" contains some of the names we have been talking about today. Elizabeth Belter, would that be Betty Belter? A. Yes.

Q. Harlan Justus? Also, Herb Fountain—

A. He works on assembling the orders, doing record work for them.

Q. Anna Wherry?

A. I am saying I don't really know why any names are any place on this record. I am not competent to say, [fol. 3525] because I don't know. I have had nothing to do with telling them where to put what. We have a cost accounting system, and we have a pay roll arrangement, and apparently people are paid. That is one part of the business I haven't gotten into.

Q. You looked over all of the names in that department so you would know—

A. I don't remember all of the names. Maybe you think I am perfectly stupid, but I couldn't remember them 5 minutes.

Q. I want to ask you whether—

Trial Examiner Batten: Just a minute, Miss Weyand.

The question is, whether you looked over the names on there, Mrs. Reed?

The Witness: I didn't look over every name.

Trial Examiner Batten: I would suggest, then—You want Mrs. Reed to look over all of those names there, do you?

The Witness: If I do, I won't be able to tell you 3 minutes after—

By Miss Weyand:

Q. I want to ask you if you see any reason why that group of people should have been grouped in a department separate from the others; if in looking through them you see any common denominator among those people.

A. Miss Weyand, I am telling you, I don't understand how they get up a pay roll.

Q. Is there any common denominator among those persons, as you look them over—

[fol. 3526] A. I still say I don't understand—

Trial Examiner Batten: Miss Weyand, the witness has stated she doesn't know why, and unless there is some further question, I would say that that is sufficient.

Miss Weyand: I wanted to have the record show that the witness by looking at the names could not see any common denominator amongst them which would be a clue to her of why they should be grouped together.

The Witness: I still say—

Trial Examiner Batten: Just a minute, Mrs. Reed.

Of course, the witness having said she doesn't know why they are there—

Miss Weyand: —and having looked at them, she still doesn't know why they are there. Is that true?

The Witness: I still say I have nothing to do with the pay roll and I wouldn't know why they are there.

By Miss Weyand:

Q. Has your company had occasion to furnish the Wage and Hour Board a statement of the supervisory personnel of your company? A. Yes.

Q. Were you acquainted with the preparation of the material which was submitted to the Wage and Hour Board? A. In a general way.

Q. Do you know the signature of Alex Green when you see it? A. I believe I would.

[fol. 3527] Miss Weyand: I will ask the reporter to mark this as Board's Exhibit No. 32.

(Thereupon the information report above referred to was marked for identification "Board's Exhibit No. 32, Witness Reed.")

Trial Examiner Batten: We will take a recess of 10 minutes.

(Thereupon a 10-minute recess was taken.)

Trial Examiner Batten: We will proceed.

By Miss Weyand:

Q. I hand you Board's exhibit No. 32 for identification and ask you if you recognize the signature thereon as the true and correct signature of Alex Green? A. Yes.

Q. Is he vice president of the Donnelly Garment Company at the present time? A. Yes.

Q. Was he vice president in 1940? A. Yes.

Q. Will you look at the exhibit and tell me if you are acquainted with that document?

A. The filing of the document was discussed with me. I don't remember that I ever just saw the document after it was completed.

Q. You participated in the preparation of the document through discussion with the persons who actually typed it up, did you?

[fol. 3528] A. I did.

Q. Does it represent a correct statement of the supervisory force of your company in November and December of 1940? A. I would say that it does.

Q. Did the supervisory status there shown exist at your plant prior to November or December of 1940?

A. Will you please ask the question again?

Trial Examiner Batten: Will you read the question, please?

(Thereupon the last question was read by the reporter.)

A. This is made up as of October 30, 1940. I would say it was very close to November or December of 1940.

[fol. 3529] Miss Weyand: Had that supervisory status changed at your plant at any time prior to November 1, 1940?

A. This document you mentioned is dated October 30th.

Trial Examiner Batten: I think the question was, prior to October 30th, the date of the document, prior to October 30th, 1940.

A. I would say that this was the time that we decided that we were going to put in the supervisory arrangement, the budget arrangement, at that time.

Miss Weyand: Did that supervisory status there presented, exist in operation at your plant, prior to October 30th, 1940?

A. It did not.

Miss Weyand: I offer this exhibit in evidence, Exhibit 32.

Trial Examiner Batten: Any objections? There being no objection, it will be received.

(The document heretofore marked, "Board's Exhibit No. 32, Witness Reed," for identification, was received in evidence.)

[—] May I see it?

A. Yes. I would like to see it myself, again, please. What did you say?

Trial Examiner Batten: I said, Mrs. Reed, if there was no objection, it would be received.

[fol. 3530] Trial Examiner Batten: I don't hear an objection.

Miss Weyand: I would like the reporter to mark the pages thereof, on the front of the first page, 32-A, 32-B on the back of the first page, and 32-C on the front page of the inner sheet, and 32-D on the back of the form sheet, and 32 E on the attached information.

A. May I see that, please.

Trial Examiner Batten: Is there any objection to marking these sheets like that? Miss Reporter, will you mark this, please? That will be A, B, C, D and E.

(Thereupon the documents above referred to were marked "Board's Exhibits 32-A to E inclusive, Witness Reed," for identification, and received in evidence.)

Miss Weyand: I am going to ask leave that this exhibit be withdrawn and photostatic copies substituted, and in that connection I would like to have counsel, after looking at the documents and ascertaining the facts stipulate that the documents, I mean on the face thereof they bear the stamp of the Wage and Hour Division, showing the document was received at 9:30 o'clock in the morning, October 31st, 1940, since such stamps usually do not photograph well—

Trial Examiner Batten: I suggest that you have the photostats made, and when the photostat is available, then you may ask to withdraw it, and substitute the photostat, and I will determine if the photostats are such that you [fol. 3531] should be permitted to withdraw it. I wouldn't want to now.

Miss Weyand: Usually photostatic copies cover all written material, and do not cover the stamp.

A. I would like to have permission to read this, inasmuch as I haven't read it before. I would like to take the time now to read it, inasmuch as I have been asked the question about it.

Trial Examiner Batten: Are you going to ask any further questions?

Miss Weyand: No.

A. My answer may not have been correct, in the light of reading this.

By Trial Examiner Batten:

Q. What answer, Mrs. Reed?

A. That I made there. I would like to have that read.

Trial Examiner Batten: Go ahead and read.

A. Could I make this remark? My remembrance is there was — at first there was a blank to be filled out, and we filled that out, asking for an exemption from the Wage and Hour Division, on certain executives and salesmen and designers, and this is a later one. I don't know whether that question was that this was the only one.

Trial Examiner Batten: Miss Reporter, will you read the question and answer?

(Question and answer were read by the reporter.)

By Miss Weyand:

Q. My question was: Does Board's Exhibit 32-A [fol. 3532] through E, purporting to show the executives and administrative capacity of the persons thereon listed, represent a situation which existed in your plant at any time prior to October 30th, 1940?

A. I am going to have to say that I think this paper will speak for itself.

By Trial Examiner Batten:

Q. The question is this —

A. (Interrupting) I don't know of my own knowledge just what day certain things happened in the budget system. I don't remember the identical day.

Q. Permit me to finish, please.

A. (Interrupting) I just say — I will have to say that I don't know of my own knowledge.

By Miss Weyand:

Q. Who could tell us whether that administrative and executive set-up, as shown on Exhibit 32, was in effect at the plant at any time prior to October 30th, 1940?

A. Probably Mr. Bachofer. These things are all discussed with me, but the details of making out the Wage and Hour — filling out a blank, I have nothing to do with it, and the general policy of who I consider exempt or who I know was considered exempt from that Law, while it would be discussed with me, these sort of papers are so complicated I don't like to pass on them.

By Trial Examiner Batten:

Q. The only question was: Who, in your organization, [fol. 3533] could testify and answer that question?

A. I would say Mr. Bachofer.

Miss Weyand: I believe the witness' last answer has indicated she was thinking somewhat in the terms of who knew about getting up this document. She has testified the entire day on whether or not various individuals were listed here or held certain supervisory positions. I would like to have her indicate, without regard to who got up this document, whether or not the names of the individuals here listed, and the supervisory title and the status here stated as belonging to those individuals in the plant, existed in the plant prior to October 30th, 1940. It may be that she would like to take them one by one, and say as to this one, it did exist before October 30th, 1940, and take that one, and say it did not. It is a list of the people we have been discussing.

I couldn't possibly put my finger on the exact date. As a business the size of mine, I don't pretend — I don't make an attempt to keep track of the exact time a certain thing happened. Mr. Bachofer brings up with me specific things.

By Trial Examiner Batten:

Q. Can you take the list, the first name on it was what?

A. Myself.

Q. You had a supervisory authority prior to October [fol. 3534] 30th, did you not?

A. Yes.

Q. What is the second name?

A. Lee Baty.

Q. Mr. Baty also did?

A. Yes.

Q. What is the third name?

A. John Bachofer.

Q. And he did?

A. Yes.

Q. And the next name?

A. Mr. Howard.

Q. And the next one?

A. Mrs. Reeves, she did, and Miss Spilsbury did.

Q. And the next one?

A. And Mrs. Hyde did.

Q. And the next one?

A. Now, Ted Scoles, Marvin Price, Lyle Jeter, Ella Brown, Florence Strickland, Martha Gray, Rose O'Leary, Pauline Hartman, Harlan Justus, Helen Hauser, Betty Belter, Dewey Atkinson, Mildred Francis, Hilda Fitzgerald, Fred Brown, Cecile Ealy, Lena Tyhurst, Katie Schleicher, Lula Nichols, it would not be at all possible for me to say on just what date or what day they were given supervisory powers.

Q. Could you say what month?

A. I know that it was around the time, as I said yesterday [fol. 3535] day, in early November or December, I know that.

By Miss Weyand:

Q. That is of 1940?

A. Of 1940, I know the year, I know it was toward the end of the year, and I know it was later than October 1st, but I couldn't, if my life depended on it, I couldn't tell you.

By Trial Examiner Batten:

Q. And prior to that time—

A. I couldn't tell you that if my life depended on it.

Q. Just a minute, please, until I finish my question and maybe you can answer it. Prior to that time, whenever it was, November or December or the last day of October, prior to the period you made these changes, what was the status of those people you just read off, the last group?

A. I would say prior to October 1st, to my knowledge, they would not have supervisory powers. I think Mrs. Hyde probably has been acknowledged as an assistant to Mr. Baty and Nellie Kraft and Yolanda Prosperi and Gertrude Cain are designers.

By Miss Weyand:

Q. Who would be able to say whether or not those persons had supervisory authority prior to November 1st, 1940?

A. I think I have already told you, Mr. Bachofer probably would.

Q. How many sewing sections do you have in your plant to date?

[fol. 3536] A. I don't know exactly.

Q. Approximately?

A. Well, I hardly know. Approximately, Miss Weyand, we put in some sections making shorts for the government, and I couldn't say.

Q. Does your plant, in recent years, usually have 10, 20, 30 or 40?

A. I don't know.

Q. Do you know the names of the instructors of the various sections?

A. Some of them.

Q. Would you name those that you can think of at the moment?

A. Well, it is Marie Patton.

Q. Could you indicate the section?

A. No, it has a queer number connected with the company's accounting; I don't remember the name of the section.

Q. All right. Proceed with the naming of the others.

A. Grace Gnotta; I have a little brain fog. If I saw the list I would know their names, but it is hard to recall them now.

Q. Those are the only instructors whose names you can recall at the present time?

A. Well, it is queer; I would know all of their names if I could see it written down, or practically all of them.

[fol. 3557] By Trial Examiner Batten:

Q. Are they the only two that you recall now?

Mr. Ingraham: Do you want to know the names for some purpose?

Miss Weyand: Yes, I would like to know the names.

Mr. Ingraham: I will get the list for you.

Miss Weyand: I would like the record to show that Mrs. Reed only remembered two, however.

Trial Examiner Batten: Do you want that list now?

Miss Weyand: If it would be convenient for me to have it.

Mr. Ingraham: This isn't a complete list, but those are most of them.

Miss Weyand: I would prefer to wait until you can furnish me with the complete list.

Mr. Ingraham: All right.

Miss Weyand: Will you have that at the opening of the hearing tomorrow morning?

Mr. Ingraham: Yes.

By Miss Weyand:

Q. When did you first meet Rose Todd?

A. A great many years ago.

Q. Do you remember the date?

A. I do not.

Q. Could you give the approximate date?

A. It seems it was a number of years ago, I couldn't give you the approximate date.

[fol. 3538] Q. Was it before 1920?

A. No.

Q. Was it before 1925?

A. I don't think it was. It might have been.

Q. Was it in 1926?

A. It was as early as that, I would say.

Q. Do you remember the occasion upon which you met her?

A. Yes.

Q. Will you please state it?

A. I met her in her capacity as a trained nurse.

Q. How extensive was your acquaintance with her as a trained nurse?

A. She waited on me, possibly twice, in a doctor's office.

Q. Was your acquaintance more extensive than that?

A. It was not.

Q. After those two occasions, on which she waited upon you, when was the next occasion that you saw Rose Todd?

A. On one of those occasions she told me she was tired of nursing, and asked if I wouldn't give her a job. She knew who I was, and knew I had a business. I had never seen her before or had no personal acquaintance with her,

until I met her in the doctor's office, and I am sure it was probably twice that she waited on me, maybe five minutes at a time, or ten minutes at a time.

Q. I don't believe you have answered the question, when [fol. 3539] you next saw her, after those two occasions.

A. I don't remember. She asked me if I wouldn't give her a job, and I told her to come down to the plant and see if we had anything she wanted to do, and I would consider it.

Q. You still haven't answered the question, when was the next occasion you saw her?

A. I don't remember.

Q. Did she come to the plant after that?

A. Yes.

Q. Had you seen her between the time she came to the plant and the two occasions you saw her in the doctor's office?

A. I don't remember.

By Trial Examiner Batten:

Q. Do you remember, Mrs. Reed, approximately how long a time it was before?

A. I really don't, Mr. Batten. I placed no — I made no effort to charge my mind with it.

By Miss Weyand:

Q. Did she come to you when she decided to apply to the Donnelly Garment Company for a job?

A. I don't even remember that, Miss Weyand. She might have. I did quite a little of the employing back at that time. I am not sure, though; I don't remember that I personally employed her.

Q. Do you know the date upon which, or the approximate date she was employed by the Donnelly Garment Company?

A. I do not.

[fol. 3540] Q. You could give no approximation at all?

A. No. I probably employed several hundred people within a few years, and I wouldn't know.

Q. Was it prior to 1927?

A. I would say that it was.

Q. Do you know what work she was employed to do, at the time that you first employed her?

A. My remembrance is she went on a sewing machine.

Q. Do you know how long she stayed on a sewing machine?

A. Not exactly.

Q. What did she do after she got off the sewing machine?

A. My remembrance is she worked on the floor for a while, and then later sometime she became an instructor, I believe.

Q. Would you know the approximate date she became an instructor?

A. I would not.

Q. When was the first time that you opened up a branch department in St. Joseph?

A. I don't remember.

[fol. 3541] A. I don't remember the exact date.

Q. Could you give us an approximation?

A. Oh, it was perhaps sometime from 1925 to 1927, but I wouldn't be able to say in what year.

Q. Did you continuously have a department in St. Joseph from the time you opened it until the present time?

A. No.

Q. Could you give us some indication of what period you did have a department in St. Joseph?

A. I really don't remember. I know that we did have.

Q. Were those periods just during rush season, or would you have a department there that would continue over a continuous period of several years?

A. It was put in there in rush seasons. I don't even remember how long it continued.

Q. Do you know whether it ever continued a whole year at a time?

A. I don't remember right now.

Q. Do you know whether Rose Todd was an instructor in St. Joseph around the year 1927?

A. She may have been.

Q. Do you know?

A. I know we sent two or three different instructors to St. Joseph and none of them liked it.

Q. Was she one of the girls sent there?

[fol. 3542] A. She could have been, but I don't remember definitely that she was.

Q. Could you describe at all the situation of your St. Joseph department? When you got busy at a certain time of the year, did you hire a building up there and ship some machines up there, or would you rent them, or how did you handle your St. Joseph department?

A. We rented a building from one of the companies up there, and my remembrance is they had some machines in it that we rented along with the building.

Q. Would you rent it each year for the busy season, or did you have a practice with regard to the St. Joseph department?

A. It's so long ago that I don't remember—

Trial Examiner Batten: Well, do you remember, Mrs. Reed, if you had a lease on it for a period of a year, or was it a matter of months, or—

A. I think we rented it from month to month.

By Miss Weyand:

Q. What was the last date on which you had a department in St. Joseph?

A. I don't remember.

Q. Have you had a department up there since 1937?

A. I am very sure we have not. I know that.

Q. Between the years 1925 and 1927, did you have a department up there for a short period each year?

[fol. 3543] A. That is 15 to 17 years ago, and it would be very difficult for me to remember all of the things that happened to my business back in 1925 and 1927. I don't remember the details of that plant at all. I remember we rented the building, and I have a slight remembrance that there were some machines in it.

Trial Examiner Batten: Did you operate it for more than one season, Mrs. Reed?

A. I think we did, perhaps several seasons.

By Miss Weyand:

Q. You couldn't say whether it was three or eight seasons?

A. I really couldn't, Miss Weyand, it was so long ago.

Q. Who was in charge of that department, could you say, at the particular times it was there?

Mr. Hogsett: With what epoch are we now dealing, back in the '20's?

Miss Weyand: I wanted to know if she knew who was in charge of it at any time she had the department up there.

A. I know that the St. Joseph plant was run from Kansas City, and we did all of the cutting here and —

By Trial Examiner Batten:

Q. Did you have a person in charge of St. Joseph, Mrs. Reed?

A. We sent an instructor up there to instruct the operators, but we didn't pretend to have a manager of a plant in St. Joseph.

Q. But whoever the person was, or whatever you called [fol. 3544] them, the person who was at St. Joseph was responsible, were they not, for the work that was done in St. Joseph?

A. Just the same as simply a section in Kansas City. The work was all cut and the same instructions went up there. There was no merchandise sold from that plant. There was no merchandise designed up there. There was nothing done in that plant except to sew on the machines, and the very simplest, least expensive garments in our line were made in that plant.

By Miss Weyand:

Q. Do you know what was the largest number of girls you ever employed in St. Joseph at one time?

A. I do not.

Q. Do you have any idea?

A. Not any very definite idea.

Q. Could you give us an approximation?

A. I really couldn't.

Mr. Hogsett: If it please the Examiner, I object as wholly pointless. We have again run into a line of questions that haven't any bearing on this case at all. It might be of interest if someone were writing a history of the Donnelly Garment Company, but it hasn't anything to do with whether this company dominated, sponsored, or coerced the formation of the employees' union, which is the issue here to try. It is far afield.

Miss Weyand: I do not intend to pursue this line of questioning further.

[fol. 3545] Mr. Hogsett: She always says that, and then—

Trial Examiner Batten: In view of Miss Weyand's statement that she does not intend to pursue it any further—

Mr. Hogsett: —there is nothing you can do about it.

Trial Examiner Batten: —that will dispose of the matter.

Miss Weyand: I do not intend to preclude myself from asking a couple of questions or so about the St. Joseph plant at the time Rose Todd went up there, in the spring of 1937, to establish a branch or allow the employees at St. Joseph to become members of the Donnelly Garment Workers' Union.

The Witness: Rose Todd did not go to St. Joseph—

Trial Examiner Batten: Just a moment.

The Witness: —to establish a branch of the Donnelly Garment Workers' Union.

Trial Examiner Batten: Just a moment, Mrs. Reed. You were not asked a question.

The Witness: But she made the statement.

Trial Examiner Batten: Now, let's not get into these controversies in the record, Mrs. Reed. Any statement the attorneys make in the record is not evidence. Unless the attorneys are under oath, their statements are not a matter of evidence, and I do not want to get into any controversy about their statements. They will each have to assume their own responsibility for them.

[fol. 3546] I didn't assume, Miss Weyand, that when you said you didn't intend to pursue that further, you were precluded from asking any further questions if, in your opinion, it was necessary.

Miss Weyand: I meant that I would not pursue that line of questioning any further in this connection, but I may revert to a question about the St. Joseph plant at a later time.

in connection with the sequence of events pertaining to the Donnelly Garment Workers' Union.

[fol. 3550] Miss Weyand: Mr. Trial Examiner, I have a statement I would like to make.

Last night, in withdrawing Board's exhibit 32-A, B, C, D, and E, to have it photostated in accordance with our agreement, I discovered that Board's exhibit 32-E, the attachment thereto, had been inadvertently inserted by myself in Board's exhibit 32-A, B, C, and D. Board's exhibit 32-E should have been inserted in a document which I would now like to have the court reporter identify as Board's exhibit No. 33.

(Therefore the document above referred to was marked for identification "Board's Exhibit No. 33.")

Mr. Tyler: If the Court please, that statement went so rapidly I am afraid I didn't get it all.

Trial Examiner Batten: Read it, please.

(Thereupon the statement by Miss Weyand was read by the reporter.)

Mr. Reed: Before that is done, I would like to clarify this a little.

[fol. 3550a] You say you inserted 32-E yourself?

Miss Weyand: 32-E was furnished me by the Wages and Hours Division and inserted physically between the pages 32-B and 32-C. I caused it to be stapled to exhibit 32. It wasn't stapled at the time I received it, but was physically [fol. 3551] lying between the two documents.

Mr. Reed: They furnished you—the Wages and Hours department furnished you 32-E unattached?

Miss Weyand: Unattached, but physically lying between the sheets 32-E and C.

Mr. Reed: At the same time they furnished you another report which you are now referring to?

Miss Weyand: They did not furnish that report to me until this morning.

Mr. Reed: When did you discover this mistake?

Miss Weyand: I discovered this mistake after the close of the hearing yesterday.

Mr. Reed: And you sought all of the time to make Mrs. Reed say that this long list of names on 32-E was delivered to the Wages and Hours Division on the date of the 10th month and 30th day, 1940.

Miss Weyand: I think the record will speak for itself as to what I tried to make Mrs. Reed state.

Mr. Reed: Very well. And you were very particular about that, because you wanted to have the "Received" stamp on here—the right to add it after—added to the photostats after they were made. That was your last request, wasn't it?

Miss Weyand: The record will show what I stated.

Mr. Reed: Wasn't that your last request?

Miss Weyand: I have no statement to make, except that [fol. 3552] the record will show what occurred.

Mr. Reed: Are you afraid to make any statement about it?

Trial Examiner Batten: Senator, if counsel doesn't care to make a statement about it, she doesn't have to. She says the record will show what was done. I assume any counsel can ask other counsel questions which, if they care to answer, they may do.

Mr. Reed: I ask to put her on the witness stand right now.

Miss Weyand: I refuse to take the witness stand.

Mr. Reed: I ask that Miss Weyand be sworn as a witness in this case.

Trial Examiner Batten: I have no authority to require her to take the witness stand, Senator.

Mr. Reed: You haven't any authority to require anybody to take the witness stand?

Trial Examiner Batten: I have not. I think you are familiar with that, Senator. I have no authority, as a

trial examiner, to make that requirement. I think you are familiar with that. I have authority, upon proper request, to issue subpoenas.

Now, even to enforce that, the Board has to go to the Federal District Court, Senator.

Mr. Reed: Very well. Now, I would like to see the last paper that counsel says now she wants to use.

[fol. 3553] Miss Weyand: I wish the other exhibit to remain in the record and to be used for purposes—

Trial Examiner Batten: Well, do you have the one that was marked Board's exhibit No. 33?

Miss Weyand: I gave it to Senator Reed.

Mr. Reed: Is this it (indicating exhibit)?

Now, to clarify this in the record, Exhibit No. 32— These marks on here are so small I can't find them. 32-C—32-E is the document which was shown to Mrs. Reed yesterday and about which she was examined at length.

Trial Examiner Batten: May I see it just a second, Senator?

Mr. Reed: Let me finish my sentence and I will hand it to you.

Trial Examiner Batten: Miss Weyand said something about it being stapled. It is not now stapled, is it?

Mr. Reed: No. I am coming to that.

32-E is a typewritten paper which was nailed on to 32-C and appeared between 32-C and— Where are these numbers?

Trial Examiner Batten: Between D and C, I believe, Senator.

Mr. Reed: Between 32-C and— (Looking at sheets in exhibit.)

Trial Examiner Batten: B and C, Senator.

Mr. Reed: It isn't marked B.

[fol. 3554] Trial Examiner Batten: Miss Reporter, will you assist the Senator, please, and indicate what those pages are?

(Thereupon a colloquy between Mr. Reed, Miss Weyand, and the reporter ensued.)

Mr. Reed: Give me the last thing I said.

(Thereupon the statement by Mr. Reed was read as follows: "No, I am coming to that.

"32-E is a typewritten paper which was nailed on to 32-C and appeared between 32-C and— Where are these numbers?"")

Trial Examiner Batten: In view of this difficulty, in which the marks do not appear here, let me warn all counsel here now, when you take out any exhibits for photostating, do not take them unless the reporter's stamp appears thereon and they are marked so that you can tell just what you have when you take out an exhibit. And, Miss Reporter, I don't want you to give out any exhibits until the stamp has been placed on them.

Mr. Reed: Will you give me the last thing I said in my statement?

(Thereupon the statement by Senator Reed, as read above, was reread by the reporter.)

Mr. Reed: Now, let me make that statement over again.

As this document appeared yesterday, and as it was used and introduced, 32 purports to be a report made by the Donnelly Company to the Wages and Hours Division, [fol. 3555] dated 10th month, 30th day, 1940, and bears the stamp "Received October 31, 1940. W. and H. Division, Kansas City."

The first sheet is marked 32-A and is followed by sheet 32-B, and also 32-C. Between 32-A and 32-C, attached with fasteners, is a typewritten sheet, the heading of which reads "Pursuant to your request of December 29, persons coming within the provision of the second part of paragraph 6 of the questionnaire as of December 20, 1940, are as follows:" —and there follows a long list of names, giving the executive, administrative, and professional employees.

So it is perfectly manifest, on careful examination, that this sheet, exhibit 32-E, was inserted in a document bear-

ing an earlier date and that it is not a part of that document. Nevertheless, it was attached to that document and brought in here and introduced in evidence, and the witness was examined at length in regard to it.

Now, I understand it is admitted that this report, this sheet, exhibit 32-E, does not belong in the document, No. 32 at all, but it is asserted that it belongs in a document now marked exhibit No. 33, which bears the date of the 12th month and 20th day, 1940, which is the document which probably had attached to it 32-E.

Trial Examiner Batten: Does it indicate, Senator, that—33, does it indicate that there was an attachment to it? Does it show staple marks?

[fol. 3556] Mr. Reed: No. Wait a minute.

Yes, there are staple marks on 32-E.

Trial Examiner Batten: No. 33. Does it indicate any staple marks?

Mr. Reed: Pardon me. Your question was—

Trial Examiner Batten: Does exhibit 33 indicate any staple marks, indicating that at one time it did have an attachment to it?

Mr. Reed: Yes, there are staple marks on that.

Trial Examiner Batten: On 33?

Mr. Reed: Yes. And evidently a sheet was torn off—the staples were not withdrawn.

I show the paper to the Examiner. (Handing exhibit to Trial Examiner Batten.)

Trial Examiner Batten: It was stapled along the side? This (indicating) is exhibit 33?

Mr. Reed: Yes.

Trial Examiner Batten: Does 32-E show any staple marks along the side?

Mr. Reed: Yes. Right here (indicating). You can see where they went through this document into it.

And 32-E bears, in the upper left-hand corner, the staple marks that would fit exactly into the staple marks appear-

ing on 33-C, so that it is perfectly evident that it was attached to 33-C and was taken off of 33-C, and then appears [fol. 3557] the staple marks by which it was attached to the other document.

Trial Examiner Batten: 33?

Mr. Reed: Yes.

Miss Weyand: I think I can furnish a third and fourth document that will complete the explanation of the staple marks.

Mr. Reed: Will you read my statement?

(Thereupon the statement by Mr. Reed, appearing on lines 20 to 25 of page 3556, and lines 1 and 2 of page 3557, was read by the reporter.)

Mr. Reed: I haven't been able to follow that, so I will make my statement again, if you will indulge me.

32-C, which is the instrument dated December 20, and which is the sheet that is now in controversy, was evidently attached—appeared here as attached to exhibit 32 at the place I have heretofore indicated.

Mr. Hogsett: That is E—

(Thereupon Mr. Hogsett spoke to Mr. Reed in an aside.)

Mr. Langsdale: I suggest that Mr. Hogsett's remarks be made audibly.

Mr. Reed: He said I was mistaken when I read C for E. It is very badly written. That is the confidential communication that you are entitled to.

Mr. Langsdale: I am entitled to have all communications made by you and Mr. Hogsett, or anybody else.

Trial Examiner Batten: Just a moment. Senator, let's proceed with your statement.

Mr. Reed: Exhibit 32-E, which I have heretofore referred to as C, because the letter is not clear, is the document that was attached to 32 when that document was introduced in evidence. It bears in its upper left-hand corner distinctly the marks of a paper fastener, the kind that is

driven through sheets of paper. Those identical marks appear on exhibit 32, in the upper left-hand corner of the third page—

Trial Examiner Batten: 33, that is, Senator.

Mr. Reed: Exhibit 33, in the upper left-hand corner; and also appear in exhibit 32-C, in the upper left-hand corner. So that this document, exhibit 32-E, was manifestly at one time attached to what is now handed here and marked exhibit 33, and which it is now said it belonged to. So that it must have been torn loose from that sheet and transferred over into a report, 32.

I want to make that statement, and I want those facts to be in the record.

Mr. Langsdale: Is it made under oath, Senator?

Mr. Reed: I am showing it.

Mr. Langsdale: You said "facts."

Mr. Reed: I am showing it to the Examiner, showing him the physical document, which is the facts, so that he [fol. 3559] may know it.

Mr. Hogsett: I move to strike from the record all cross-examination by counsel for the Labor Board pertaining to Board's exhibit 32-A, B, C, D, and E, because the same and every part thereof was based upon an exhibit which is garbled, and, therefore, the entire purport of the cross-examination could not be otherwise than misleading.

Miss Weyand: Mr. Trial Examiner, before you rule on this motion, I would like to put the other two documents to which I have referred in the record, and explain further how the inadvertence occurred.

Mr. Reed: You might explain how you got the document.

Miss Weyand: I will.

Trial Examiner Batten: Just a moment, Senator, please, until I make my statement; then, you may have your say again, if you care to.

Miss Weyand, what bearing would the other two documents have upon Mr. Hogsett's motion? In other words,

his motion is to strike all of the cross-examination of Mrs. Reed which pertains to Board's exhibit No. 32. Now, what possible bearing can any other exhibits have upon that, or even Board's exhibit No. 33? In other words, if she was shown Board's exhibit No. 32 and cross-examined upon the basis of it, what difference would it make how many more exhibits may be introduced? That is the point.

[fol. 3560] Now, I have no objection, after this, for you to put in any number of exhibits you care to put in and make any statement you care to make, or any other attorney cares to make, but what does it have to do with the motion? That is my point.

[fol. 3561] Miss Weyand: I would like to state what it has to do with the motion. Before you rule on the motion, without regard to whether these documents are first put in,

I would like to state why the motion should be denied.

Trial Examiner Batten: First, let's dispose of the matter, whether or not it is necessary to have any further documents; after determining that, then, if you want to make a statement on the motion, and a statement with respect to Senator Reed's statement, I will permit you to do so.

Let's first dispose of this, before we decide, any further documents are necessary.

Miss Weyand: The further documents will show, taken together with my statement, that my examination of Mrs. Reed was conducted in entirely good faith upon my part.

Trial Examiner Batten: Just a moment, Miss Weyand. I am not questioning your good faith.

Miss Weyand: My good faith is one thing, and another thing, the second thing, is to show that the documents from which Mrs. Reed was cross-examined, constituted two separate documents, each of which is entirely legible, and not garbled, and could probably be the basis of examination of Mrs. Reed.

Trial Examiner Batten: You mean as two different documents?

[fol. 3562] Miss Weyand: I mean when I asked Mrs. Reed, whether certain matters appearing on Board's Exhibit 32

represented the status of supervisors for 19—in December of 1940, that she could fairly answer, from looking at Exhibit 32, whether or not that did represent the supervisors, and, further, it will show when examined, in connection with the record of what transpired yesterday, that during my repeated questioning of Mrs. Reed, as to whether or not the supervisory status existed before November or December of 1940, I had in my hand a copy which had been furnished to me several weeks ago by the Wages and Hours Division, with the understanding that I might obtain the original thereof.

During the course of the present hearing, with this copy in my possession, which is a copy of Board's Exhibit 33, I determined that it would be desirable to present the original of that document; so, in the courtroom, I communicated with somebody, one of the attorneys from the Labor Board, and asked him to take this copy which I had in my hand of Board's Exhibit 33, and obtain for me the original thereof, from the Wages and Hours Division.

He returned some few hours later, with a document which he handed to me, and said it had been furnished to him by the Wages and Hours Division, as the original of the copy [fol. 3563] which I had been working with for some time, being the copy of Board's Exhibit 33. I then, without examining the original other than to determine that it bore the signature of Alex Green, presented to Mrs. Reed the document which this Labor Board's attorney had obtained for me from the Wages and Hours Division.

Now, it is true, when I presented that to Mrs. Reed, in identifying the document, I did read from the face of that, certain dates that were inconsistent with the dates on the copy I had been using to prepare the case, copy of Board's Exhibit 33, and I did not, at the time, recognize the difference in the dates. As my questioning will show, I continuously asked Mrs. Reed whether or not the supervisory status there reflected that of November or December of 1940, and whether the supervisory status there represented had existed prior to December of 1940.

You may recall that the Trial Examiner, after some difficulty on my part, suggested that I ask the question whether the supervisory status existed before October

30th of 1940. At that point, for the first time, I put that question in that fashion, having not prepared that case with that in mind, and thinking purely of the question whether the supervisory status existed in November, 1940. I was interested in having Mrs. Reed testify solely as to whether or not the supervisory status existed in December of 1940, and I was making no attempt and never [fol. 3564] had in mind any implication might be drawn that the status represented in the exhibit did not exist at the time the exhibit was furnished to the Wages and Hours Division, and I agree that the evidence which was placed in the record shall not be considered for the purpose of showing that exhibit failed to present a correct statement of the supervisory status at the time the exhibit in question was furnished to the Wages and Hours Division.

I would like, therefore, to identify these two documents, and I will also show what was stapled, which documents, and will further state that I had never known that Board's Exhibit 32-E had ever been stapled in Board's Exhibit 33, and had never seen Exhibit 33, that is, the original of it, until it was furnished to me in the courtroom, and I had worked purely from the copy of Board's Exhibit 33, and had not recognized that Board's Exhibits 32-A, B, C, D and E were not an original of the copy, which I had been working from.

Trial Examiner Batten: My question to you, now, Miss Weyand, is, assuming what you say is true, is there any reason why all of the testimony this witness has given, in respect to Board's Exhibit 32, should not be stricken?

Miss Weyand: Yes, there is, because her testimony as to Board's Exhibit 32-E stands alone, without regard to when that document was furnished the Wages and Hours [fol. 3565] Division. She said—there are certain names, and I said, referring to those names, did they represent the supervisors in November or December of 1940, and she said they did.

Trial Examiner Batten: Well, I will say that I believe all of the witness' testimony in regard to Exhibit 32 should be very definitely stricken.

Now, when I make that statement, I don't want any of you to think that is my ruling. I am simply telling you what I think.

Mr. Reed: "I don't want to get away from this question I am interested in. I am reading from the transcript.

Trial Examiner Batten: Will you permit Mr. Langsdale to talk? He has been standing there and hasn't had an opportunity to, and with respect to this, I would like to take you in turn.

Mr. Reed: I was taking this up with Miss Weyand, and on this matter I have my own controversy, and I would like to finish that. It would only take me just a minute.

Trial Examiner Batten: I know. Mr. Hogsett made his motion, and I think Mr. Langsdale is entitled to make a statement, and I also think Mr. Tyler should.

Mr. Reed: But you are getting away from the subject matter. I have to submit, of course, to the rule.

Trial Examiner Batten: No, I have a motion I have to dispose of. I have to hear you all; if you will permit [fol. 3566] Mr. Langsdale, now.

Mr. Reed: Miss Weyand made a statement in regard to the matter.

Mr. Langsdale: Well, I would just as soon wait.

Trial Examiner Batten: No, I don't want you to. I want to proceed.

Mr. Reed: Well, I want to be permitted to make a statement.

Trial Examiner Batten: Well, Mr. Langsdale said he is willing to let you proceed.

I am trying to say that I didn't want to change the method I usually follow, to give everybody an opportunity.

Mr. Reed: Now, Miss Weyand, when you heard her statement in regard to her examination being confined to December, now, I read from the record of yesterday, page 3531, there are a lot of things, but I have run into this one question:

"Question (By Miss Weyand): My question was: Does Board's Exhibit 32-A through E, purporting to show the executives and administrative capacity of the persons thereon listed, represent a situation which existed in your

plant at any time prior to October 30th, 1940?" Now, that was her question.

Trial Examiner Batten: What is the answer?

Mr. Reed: The answer is, "I am going to have to say that I think this paper will speak for itself." Then that [fol. 3567] was followed by a list of questions, the purport of which—they appear in the record, so I need not read them at this time.

There was an effort being made here, after showing the witness a paper dated in October, to get the witness to admit two alleged facts: that these changes were made prior to October, or during the month of October, instead of being made, as shown, on the 20th of December, and even that, I understand,—this is outside of the record—they were not actually put into effect for some 10 days. Now, the whole point of this matter is that Miss Weyand was trying to show that they remained in the union, a number of people who had authority conferred on them in October, and to prove that by this document, which was being used for a false purpose—to prove it by that document, when, as a matter of fact, she or somebody else misplaced this sheet containing the names of the people who were listed with the Wage and Hour Division.

Trial Examiner Batten: Well, Senator, might I ask this question—

Mr. Reed: (Interrupting) Now, I want to ask Miss Weyand if she did not detach this Exhibit 32 herself?

Trial Examiner Batten: Senator, I would like to ask you a question.

Mr. Reed: Ask me a question? All right.

[fol. 3568] Miss Weyand: Well, in answer to the Senator's question, I would be glad to answer that I did not.

Mr. Reed: Who did?

Miss Weyand: I do not know.

Trial Examiner Batten: I was going to ask you if counsel for the Respondent did not look at this document. I admit that I did, and I admit that I did not notice that 32

had a different date on than the document—I was wondering if any of us had been carefully looking at it yesterday.

Now, I still feel, and I will permit you to make your statement, but I still feel all of this witness' testimony with respect to 32 should be stricken.

Now, let me state why; then, Mr. Langsdale, you can talk. I say this without any regard to whose mistake it was, whether it was intentional, or unintentional. It seems to me the witness' testimony with respect to the exhibit, which the Board's counsel admits is incorrect and on which a serious mistake has been made, the testimony can be of no value.

Now, as far as I am personally concerned, I don't think that I would want to rely on this witness' testimony with respect to it, even though I had not heard her testify.

Now, Mr. Langsdale.

Mr. Langsdale: If it please the Examiner, it is perfectly apparent Miss Weyand didn't intentionally transpose any part of the document. She is the one that comes in here and calls the Examiner's attention to it, this morning.

Now, I noticed yesterday, when I read it over, and I consulted with Miss Weyand after the hearing, and I called her attention to the fact it referred to some communications of December 29th and was dated December 20th, and it seemed to be amazing to her—it was true.

I read it very carefully, and I assume Mrs. Reed did, but the fact is, Mrs. Reed was so indefinite and so evasive, that there couldn't have possibly been any harm done by this document.

That Examiner Batten: Mr. Langsdale, assuming what you say is true—

Mr. Langsdale: (Interrupting) If you will let me finish, I won't be long.

Now, what I want to call to the Examiner's attention is: the desire of counsel is to hop on an occasion and claim that the attorney for the Board has done something crooked

and underhanded, and something she evidently had no intention whatsoever of doing.

That is the thing that I want to reply to. It is perfectly apparent Miss Weyand had no such intention whatsoever, and didn't know how these documents got misplaced. I want to call your attention to the fact, in Exhibits 32-A, [fol. 3570] B and C, under the sixth paragraph, entitled "Employees", "The statement of the total number of employees whom your firm considers exempt from provisions of the Act, (refer to Employers' Digest) includes salesmen, 49," without giving any list of them at all; and the other document, on which they are making such a mountain out of a molehill, "Pursuant to your request of December 29th," evidently the Wage and Hour Division was wanting them to say who these 49 people were, "Pursuant to your request of December 29th, the persons coming within the provision of the second part of paragraph 6, of the questionnaire as at December 26, 1940 are as follows: which refers to "The total number of employees whom your firm considered exempt from the provisions of the Act," that is the second paragraph of 6; so it says, "Pursuant to your request of December 29th, the persons coming within the provision of the second part of paragraph 6, of the questionnaire as at December, 1940, are as follows:" and evidently giving the information which they failed to give when they filed A, B and C.

Trial Examiner Batten: 32-A, B and C?

Mrs. Reed: It doesn't ask for that in the blank.

Mr. Langsdale: You spent three days testifying; now, if you will, please, let me talk.

Mr. Reed: Now, listen. Suppose you talk to the Examiner.

Mr. Langsdale: Yes, and suppose you talk to the Examiner too.

[fol. 3571] Trial Examiner Batten: All right. Let's get along with the matter under consideration; and, Mrs. Reed, unless you are asked a question, please permit the lawyers to handle this matter.

Mr. Langsdale: Now, the point I am trying to make is that they are trying to make a mountain out of a mole-hill. It means nothing whatsoever, how this article got in the wrong place, inasmuch as Mrs. Reed said she read it, and testified to it. It means nothing, and it is perfectly evident they are trying to give the information that they failed to give in 32-A, B and C. Now, it doesn't make the slightest bit of difference in this lawsuit whether they began October 31st or December 20th, 1940.

Our contention is, they are, and have been from the very inception of this Donnelly Workers' Union, executives, and we hope to prove that before we are through, but it doesn't make the slightest bit of difference whether it was October 31st or December 20th.

My point is, Mrs. Reed didn't answer anything definitely. My thought is, if there is any complaint about the testimony of yesterday, with reference to this inserted document, she should be permitted to go through her testimony, and make any changes that she says she would have made, had she noticed that the document was dated December 29th. But in the abundance of caution, I would say the Examiner is [fol. 3572] right; it ought to be stricken out, and let the examination be gone over again, if they think they are going to gain anything by that.

But I do resent, as a member of the Bar, the insinuations these counsel are attempting to place on Miss Weyand, who comes out here from Washington to represent the government. There isn't any possible ground for any suspicion or hint that she has done anything in this case that wasn't purely a mistake, and the mistake hasn't amounted to anything, because she got nothing out of Mrs. Reed, definitely, with reference to the dates, and if she wants to change her testimony, let her look over her answers and change them.

As I said, in an abundance of caution, I would like to see you sustain the motion, so these gentlemen will not take it up in the Court of Appeals, and yip.

Mr. Reed: Well, now—

Trial Examiner Batten: (Interrupting) Pardon me, Senator. Mr. Tyler.

Mr. Tyler: I want to add a word. It is obvious from the discussion at the time Mrs. Reed was cross-examined on Exhibit 32, and the inserts there, she had before her what she must have supposed was a government exhibit, in the same condition it was actually filed with the government.

Now, being faced with what is apparently a fact, her conclusion as to her memory will necessarily be affected [fol. 3573] by what she had thought that document to be, a fact of record, which was no fault of hers; but basing her answers in cross-examination on that, necessarily believing that was a government record, which now proves to have been a mistake, naturally her answers are not to be considered as proper cross-examination, because based on an error of fact beyond her power.

I move all her cross-examination, as to Exhibit 32-A through E be stricken from the record. The purpose of—the listing for the purpose of the Wage and Hour Division, of supervisory employees, has no bearing whether these employees are supervisors in sense, rather than the employees under the Labor Law.

Trial Examiner Batten: Mr. Tyler, would you mind not opening up a second motion yet? Don't complicate the matter. We now have, under consideration, an entirely different subject matter.

Mr. Tyler: I ask leave to renew—

Trial Examiner Batten: If you will do that, until we get one matter at a time disposed of, I will appreciate it. Senator?

Mr. Reed: To the polite implication of Mr. Langsdale, that we go into the Court of Appeals and bow, I make no reply. It is the usual courtesy he shows in cases.

This document, Exhibit 32-E, was attached to 32-A, and [fol. 3574] 32-A, as I have stated, bears the date of the 10th month and 30th day, 1940. 32-E has the heading, "Pursuant to your request of December 29th, the persons coming within the provision of the second part of paragraph 6 of the questionnaire of December 20th," and then follows

a long list of names. Now, that document was attached to something, and disattached by somebody, as is shown by the mark in the upper, left-hand corner.

Somebody took that document from another paper, and when we come to the other paper, and it is handed up here as 33, Exhibit 33, the exact marks are found in 33 that appeared in 32-E, in the upper, left-hand corner.

Now, it is either Miss Weyand, or somebody down in that office, who tore this paper out of 33, where it belonged, and put it over into 32; where it did not belong.

Trial Examiner Batten: When you say "that office", what do you mean?

Mr. Reed: I mean the office of the—what do you call these things—Wage and Hour, either somebody there, or Miss Weyand, detached this sheet, 32-E, or it was afterwards detached and then somebody had to nail it down and make it part of 32, and then, when I came here this morning, seeing Miss Weyand in the hall, I asked her for the exhibit, and her reply was that it was in the hands of the reporter.

[fol. 3575] When I get it from the reporter, 32 has been detached by somebody.

Now, I want to know who detached it.

Trial Examiner Batten: Now, I think Miss Weyand made a statement.

Miss Weyand: I did not detach it.

Mr. Reed: Did you have somebody attach it?

Trial Examiner Batten: Just a moment. I will try to assist you to get it straightened out. I thought I understood you to say that 32-E you detached.

Miss Weyand: I stated I attached it.

Mr. Reed: Since it stands admitted Miss Weyand herself inserted in 32, Exhibit 32, this sheet, 32-E, and nailed it down and made it a part of it—

Miss Weyand: I did not insert the original. It came to me physically between the two sheets, not physically attached.

Trial Examiner Batten: Miss Weyand stated twice she did attach it to 32.

Mr. Reed: Well, she says she attached it. She says now it lay between the two sheets and she nailed it down.

Trial Examiner Batten: That is what she said, Senator, in the first place, as I recall it.

Mr. Reed: I simply want the facts to be perfectly plain, so nobody can ever mistake it, that Miss Weyand nailed [fol. 3576] or tacked or fastened, whatever term it should be described, this sheet in 32, and up to that time it had been a loose sheet. She says when it came to her, it was a loose sheet.

Now, that brings us to this: either Miss Weyand did this, or over in the department, somebody over there tore this sheet out of 33, and handed it to Miss Weyand, and if they did that, I want to know that fact.

Trial Examiner Batten: May I see 33? Well, I can tell you now I am not going to conduct an investigation of the Wage and Hour Department.

Mr. Reed: I know that, I know that you are not, and it probably needs one.

Trial Examiner Batten: I am not going to do it.

Have you anything further, Senator?

Mr. Reed: I think not.

[fol. 3577] Mr. Hogsett: Would the Examiner rule on my motion?

Trial Examiner Batten: I intend to, yes, after everyone has had their say, and I assume you have now.

I will strike the testimony with regard to exhibit 32-E.

Mr. Hogsett: I believe I made it broader than that. I think I said all cross-examination pertaining to 32-A, B, C, D, and E.

Trial Examiner Batten: Yes, you did. And when I say I will strike all testimony with regard to 32-E, that covers any questions, Mr. Hogsett, which relate to the exhibit in its entirety. If there are any questions which

relate to 32-A and do not incorporate within the meaning of the question the entire exhibit, they will stand.

Now, I think there can be very little doubt in anybody's mind as to what my ruling is. When you review that cross-examination of all counsel, if there is a question which you are doubtful about, whether it is in or out, you may bring it to my attention. And I will say now that between now and Monday Morning I shall read that testimony, and if I consider that there is any part of it that is doubtful, I will attempt Monday to clarify it.

Mr. Hogsett: That is satisfactory.

Trial Examiner Batten: Now, are we ready to proceed?

• Mrs. Reed: Could we have a little recess?

Trial Examiner Batten: Yes. We will take a 10-minute recess.

[fol. 3578] (Thereupon a 10-minute recess was taken.)

Trial Examiner Batten: I think I should have the record indicate that I have not passed upon Mr. Tyler's motion.

I had intended, Mr. Tyler, that my ruling which I directed principally to Mr. Hogsett would be applicable to your motion also.

Mr. Tyler: You are referring to my motion to strike all cross-examination as to 32?

Trial Examiner Batten: I am referring to the motion that you did not withdraw. In other words, I am not passing upon the motion which you withdrew at my request.

Now, I want to further state that I am going to reserve the right—and I want that clear—that when I read over this record between now and Monday morning, to include within my allowance of the motion to strike, any further parts which I think are not included in my ruling.

Now, I also want to further state this with respect to my ruling, that I did not intend by my ruling—and I think all counsel understand that clearly—to pass upon the issue which Mr. Langsdale referred to, whether or not Board's

counsel intentionally attached this document or whether there is any implication of any kind with respect to Miss Weyand. I want to say that my ruling does not imply any determination of that question or any implication that you, Miss Weyand, were amiss in your duty as an attorney in this matter.

[fol. 3579] Now, I am not saying that I will not pass upon such matter if, in my opinion, I think it is necessary at any stage in this proceeding, or in an intermediate report, if I write one. The way the record now stands, I am inclined to feel that there is no such issue for me, as the Examiner, to determine. Now, I am not saying there isn't; I am saying that is my feeling at the present time. I wanted to make that clear to everybody.

Now, on that basis, Miss Weyand, I believe I stopped you awhile ago from offering two additional exhibits. I believe we are now at a point in the proceeding where you, as Board's counsel, may proceed.

Miss Weyand: I don't believe I care, at this time, to offer the two exhibits, unless somebody would like to have them put in.

The problem is, one of them is a copy which I stated I used, and I am glad to have that put in the record. I am at a loss however, to identify, other than by my own statement, that that is the copy I used, or to have someone from the Wages and Hours Division state that that is the copy they supplied me. I am considerably at a loss as to whether there is any point to putting it in after—

Trial Examiner Batten: Miss Weyand, I would say the same thing to you I said to Mr. Ingraham day before yesterday: You, as an attorney, will have to proceed in the [fol. 3580] way you think you should proceed. The matter is now in your hands, as far as the hearing proceeding is concerned.

Miss Weyand: I will ask the reporter to mark this document as Board's exhibit 34-A, B, C, D, and E.

(Thereupon the document above referred to was marked for identification "Board's Exhibit No. 34-A, B, C, D, and E.")

The Witness: May I see that?

Miss Weyand: I did not intend to ask you any questions about it at the present time. You are welcome to look at it, if you want to see it. (Handing Board's Exhibit 34-A to E, inclusive, to the witness.)

I would like to state for the record that this is the copy of Board's exhibit 33 which was furnished to me by the Wages and Hours Division several weeks ago. I do not intend to ask further questions—or any questions, I should say, pertaining thereto, until I have presented Board's Exhibit No. 33 as an exhibit in the case.

Mr. Hogsett: You have heretofore indicated, Miss Weyand, that exhibit 34-A was your copy of—what exhibit?

Miss Weyand: Board's exhibit 34-A, B, C, D, and E, is a copy which was furnished to me by the Wages and Hours Division.

Mr. Hogsett: As a copy of what?

Miss Weyand: They did not state what it was a copy of [fol. 3581] when they furnished it to me. It was the copy which I handed to a Board attorney when I asked that the original thereof be produced.

Mr. Hogsett: They each bear the same date, but of course you know, do you not, that they are not copies—34-A, B, C, and so forth, are not copies of Board's exhibit No. 33?

Miss Weyand: I do not care to pursue the matter further until I have had Board's exhibit No. 35 identified and presented in the record.

Trial Examiner Batten: They are just marked for identification.

We will proceed.

Miss Weyand: I would also like to have marked Board's exhibit No. 35-A, B, C, D, and E.

(Thereupon the document above referred to was marked for identification "Board's Exhibit No. 35-A, B, C, D, and E.")

Mr. Hogsett: Now, may I compare that with exhibit No. 33?

Miss Weyand: Yes. (Handing Board's Exhibit No. 35-A to E, inclusive, to Mr. Hogsett.)

Trial Examiner Batten: Are those (indicating documents on counsel table) the photostats of those newspaper articles?

Mr. Tyler: Yes, Your Honor.

By Miss Weyand:

Q. I hand you Board's exhibit No. 33 for identification, and ask if the signature thereon is the signature of Alex Green?

[fol. 3582] A. The signature appears to me to be that of Alex Green.

Miss Weyand: I would like to ask counsel for the respondent to examine these exhibits, which purport to be originals, Board's exhibit No. 32-A, B, C, and D, and Board's exhibit No. 33. Before offering them in evidence, I would like to have counsel for the respondent check those exhibits with their records and inform me as to whether their records do show that such information was furnished the Wages and Hours Division, and whether this is the information which was furnished.

Trial Examiner Batten: That pertains to what exhibit, Miss Weyand?

Miss Weyand: Board's exhibit No. 32-A, B, C, and D, Board's exhibit No. 33, and Board's exhibit No. 32-E, and it will pertain also to Board's exhibit No. 35-A, B, C, D, and E.

Trial Examiner Batten: How about 34-A to E?

Miss Weyand: That is not an original. I will leave that in the record just for what it is worth. It is what I had originally and—

Trial Examiner Batten: Then, what you want counsel to check is Board's exhibits Nos. 32, 33, and 35, and determine whether or not those are the original documents which they forwarded to the Wages and Hours Division; is that right?

[fol. 3583] Miss Weyand: That is right. And I would also like to have them determine if Board's exhibit No. 32-E was furnished to the Wages and Hours Division at the time and in connection with the presentation of Board's exhibit No. 33.

Mr. Hogsett: Miss Weyand, that last couldn't be true, could it, because 33 is dated December 20, and 32-E is dated sometime after December 20.

Trial Examiner Batten: I think she said, submitted in connection with it.

Mr. Hogsett: She also said, "at the same time."

Trial Examiner Batten: Oh, "at the same time"?

Mr. Hogsett: She had that in there.

Miss Weyand: Then, could you furnish me the information of when it was submitted and the document with which it was submitted?

Mr. Hogsett: Very well.

Miss Weyand: I would also like to have you furnish me any other documents that would make these complete, if there is anything lacking in these documents, so we will know what you did furnish to the Wages and Hours Division on the occasion on which you apparently furnished them these documents, or whatever it turns out you did furnish them, if you didn't furnish them these documents.

Trial Examiner Batten: What you mean, Miss Weyand, is this, if when this document (indicating) was sent to the [fol. 3584] Wages and Hours Division there were other documents sent in addition to those which have been marked 32, 33, 34, and 35—that they produce any other documents which were sent at that time?

Miss Weyand: Yes. And if it should happen that they do not find that the attached information is the correct sheet, will they furnish me the sheet which was furnished, so that we can have an agreement here as to what the company did furnish. It has never been my intent or desire to have anything in the record that they did not furnish, and I regret that yesterday I did not give counsel an opportunity to check with their records before examin-

ing at all. I will not examine Mrs. Reed on it until we have that agreement as to what the documents were that were furnished.

Trial Examiner Batten: Will you check, then, on 32, 33, and 35?

Mr. Hogsett: Yes. I think you had better leave the original exhibits there in one place.

Miss Weyand: I have photostats of the documents, and I also have the originals.

Trial Examiner Batten: I would suggest that you furnish Mr. Hogsett the originals, as long as you have the photostats, because I think the originals are better than the photostats.

Miss Weyand: I should be very glad to do that.

Mr. Hogsett: The intelligent way to go about this is [fol. 3585] to show all of this material to the man who signed it, and he will tell us the facts, and we will then come back here and report to you.

Mr. Langsdale: I would like to ask at this time if the stenographic record shows recesses?

Trial Examiner Batten: Yes, it does.

Mr. Langsdale: I would like for the record also to show that yesterday, immediately after exhibits 32-A, B, C, and D were identified, the Examiner declared a recess, and that document was given over to counsel for the respondent to examine during that recess, which they did.

Mr. Ingraham: I would like the record to show, as soon as, or practically immediately after it was given over to us, Mr. Langsdale asked me for the document, and I gave it to him, and he kept it the rest of the afternoon.

Mr. Langsdale: Now, Mr. Ingraham, your memory is very faulty. You asked me to see it, and I handed it back to you.

Mr. Ingraham: But how long did you keep it, Mr. Langsdale?

Trial Examiner Batten: Just a moment.

Mr. Langsdale: If there is going to be any controversy about it between counsel, I will not insist. My recollection is, I did ask to see it, and then I gave it back to you.

Mr. Ingraham: How long did you keep it?

Trial Examiner Batten: Now, I do not intend to try [fol. 3586] out that issue. You have both made your statement and—

Mr. Langsdale: I thought that would be an uncontroverted statement. If Mr. Ingraham objects, I will withdraw my statement. I have a right to have it in the record, but—

Trial Examiner Batten: Now, that it is settled, Mr. Langsdale, let's proceed.

Miss Weyand: I would like to ask counsel for respondent if they have at this time the list of instructors which they agreed to furnish.

Mr. Ingraham: As of what time?

Miss Weyand: The present day.

(Thereupon a document was handed to Miss Weyand by Mr. Ingraham.)

Miss Weyand: I would like to have this marked as Board's exhibit No. 36 for identification.

(Thereupon the document above referred to was marked for identification "Board's Exhibit No. 36.")

By Miss Weyand:

Q. Will you please read over Board's exhibit No. 36 for identification?

(Witness complies.)

A. I have read it.

Q. Do you know whether those are the persons who are now instructors in your plant?

A. To the best of my knowledge, they are.

Q. Who would be able to tell me whether, in fact, they [fol. 3587] are, or how could I ascertain that?

A. I will say that they are.

Q. Does that include only the sewing sections, or are there instructors there of other sections of the plant?

A. No. There are instructors of other sections.

Q. Will you point out which are instructors of other than the sewing sections?

A. Mary Bogart—

Q. Would you indicate in which section she is?

A. The dividing section. And Lena Miller would be an instructor in pressing.

Q. Are those the only two that are not instructors in the sewing sections?

A. Mollie Smith would be an instructor in the notions section, and Lulu Waddell, in folding, and Stella Willis is in the button and buttonhole.

I believe that covers it.

Q. Do you know the floors on which the instructors in the sewing sections are located?

A. We have had so many changes that it would be very difficult, Miss Weyand, for me to say now which instructor is on which floor. I know that some of them have not been changed. On that particular floor, on that particular floor Marie Patton and Grace Gnotta, but we have changed different instructors to different floors.

[Vol. 3588] In the last year and a half we have made so many changes with respect to the setup of the plant and the method of manufacture and the situation of the sections, that I wouldn't be able to say just on which floors each of them is. I could find out easily, if you want to know it.

Q. Do you know how long each of those girls has been an instructor?

A. Not for sure.

Q. Could you give some approximation?

A. Some of them have been there a long time; a few of them a shorter time. I happen to remember Margie Stacy has been recently made an instructor, because I suggested that she be made an instructor.

Q. Do you know when she was made an instructor?

A. I don't remember the date, but it was in the last several months.

Q. Could you indicate which of them were instructors in 1935?

A. That would be something we could find out. I wouldn't know exactly which ones, no. I know that Lena Miller is another person who has been made an instructor in,—well, within the last two years, because I also suggested that she be made an instructor.

Q. Would you know which ones were instructors prior to 1937?

A. Most of them have been. I couldn't just exactly say each name.

[fol. 3589] Miss Weyand: I offer Board's exhibit No. 36 for identification:

Mr. Ingraham: No objection.

Trial Examiner Batten: It will be received.

Mr. Langsdale: Pardon me, Miss Weyand. Would you say, for identification, or for the proof of what it purports to show?

Miss Weyand: For what it shows, taken together with Mrs. Reed's testimony.

Trial Examiner Batten: As I understand it, that is a list of instructors furnished by the respondent?

Mr. Hogsett: That is right; and identified as such by the witness.

Trial Examiner Batten: It is received.

(Thereupon the list of instructors above referred to, previously marked for identification "Board's Exhibit No. 36," was received in evidence.)

By Miss Weyand:

Q. If an employee is late to work, or absent, and desires to call in, to whom does she call?

A. To Mrs. Hyde.

Q. If a girl desires to use a telephone during working hours, does she have to have permission from someone?

A. She doesn't, as far as my knowledge is concerned.

[fol. 3590] By Miss Weyand:

Q. I understand you have a hospital with your plant, is that correct?

A. I have,—I have two trained nurses and some beds, and what we call a hospital, but I don't think a doctor would call it a hospital.

By Trial Examiner Batten:

Q. Is it a First Aid department?

A. Yes.

By Miss Weyand:

Q. Does that exist to serve your employees, where they are injured or ill during working hours?

A. It does.

Q. Does it also serve the employees who are ill and away from working several days?

A. It is the duty of one of the nurses to call on an employee who is away, to see if she is taken care of, or just as a matter of interest.

Q. When a girl is absent from work for illness, do you have a procedure of making a record on a leave slip?

A. We have sick insurance, so naturally there would have to be some definite record made, when a girl is away on account of illness.

Q. Could you describe who makes the record?

A. I assume that one of the trained nurses does.

Q. Is the record okayed by the instructor?

A. I don't know what you mean.

[fol. 3591-92] Q. In many plants they have leave slips. Do you have some such thing as a leave slip?

A. I don't know what the details are, how that is handled in our place.

Q. Do your employees have credits for the purpose of purchasing dresses in your retail store, is that a cash transaction?

Mr. Hogsett: I can't see the remotest connection between that. I really have no objection, but I can't see it is at all relevant. I object to it, to save time.

Trial Examiner Batten: You may tell us.

A. I don't know how it is handled.

By Trial Examiner Batten:

Q. You don't know whether the store does a cash business or credit business?

A. I know the store, with any outsiders, does a cash business, but whether they charge a garment for the girls, I don't know. At one time we did, I know.

By Miss Weyand:

Q. Who delivers the pay checks to the girls in the sewing section?

A. I really don't know. I suppose the person who makes them out. I don't know that exact detail.

Q. Do you know the manner in which time cards for the girls are kept?

A. I know we have made some changes in the way the time cards are kept in the last — within the last year.

[fol. 3593] Q. Isn't it true there are quite elaborate card systems on each girl and her work?

[fol. 3594] A. There has been, I don't know whether at the present time. Well, I am sure there is a record of the girls' work kept. Now, I don't know how elaborate a one that is, though.

Q. Does the instructor participate in making entries on that record?

A. The instructor would keep track with the girl, and perhaps the girl would keep track of it herself, if she does any time work, so that she will be paid for that in addition to what she earns from piece rates at the end of the week.

Q. Does the instructor make any record of the amount of piece work a girl has done daily or weekly?

A. I don't know, Miss Weyand, the detail of how that — how those records are kept. We change them at different times. I really don't know how they are kept.

Q. Are the girls paid for time during which a machine has broken down, and they thereby lost piece work?

A. That has always been my policy.

Q. Do you have a rule of how much is paid per hour, or half an hour, during the period the machine is down?

A. My understanding is that, at the present time, the instructors have an agreement with the operator, because sometimes the operators are making more money than their guarantee, and I believe they try to arrange to pay them [fol. 3595] according to the amount of time. If it is the

amount of money that they actually lost, of course, if they are making less than the guarantee, they are paid by the guarantee.

Trial Examiner Batten: You mean if she loses an hour's time, she would be paid approximately what she would have been paid if her machine had continued to operate?

A. That's the idea, Mr. Batten.

By Miss Weyand:

Q. Who keeps track of the amount of time of a given girl if her machine is broken down?

A. I don't know whether the instructor or the girl keep track of that, but they have an agreement on how much time it is.

Q. Who brings repair work to the girls?

A. The examiner.

Mr. Reed: Will you read that last question? I couldn't hear it.

(Last question read by the reporter.)

By Miss Weyand:

Q. Do you have a credit union at your plant?

A. We do.

Q. Do you know whether someone is required to place an authorization of the company on each loan which is granted to a girl?

A. I don't know anything about how they run the credit union; I only participated in it, in the very early stages [fol. 3596] of getting it in there. I think there are regular rules and regulations, that these credit unions work under, and they are used all through the country.

It is my understanding, I know I did make a statement to the first committee, that I wanted them to realize that when they were loaning money, they were really loaning workers' money; so they should be very careful.

My remembrance is I was informed there were rules governing those associations, that protected the people who invested in them, and of course the investors are the workers themselves; and they said I need not fear about that.

"That is the only remembrance I have of any connection I had with this union.

Trial Examiner Batten: You mean the credit union?

A. Yes, the credit union.

Miss Weyand: Then you do not know whether or not, each time a loan is made by the credit union, someone in the company must make a statement that the girl is employed by the company?

A. I do not know that. That may be a rule of the organization, but I don't know it.

Trial Examiner Batten: Well, what is the relevancy of this credit union? My understanding is, it all goes under state and federal laws, the regulations.

[fol. 3597] Miss Weyand: It is my understanding that is normally checked with the employer.

Trial Examiner Batten: That is, to insert it on the pay roll?

Miss Weyand: Have some further certification, it is usually done by a form.

Trial Examiner Batten: Oh, I see. My point is, there isn't any charge here that there has been any discrimination, as far as the operation of the credit union is concerned.

Miss Weyand: No, that is not the purpose. I was directing it to the line of testimony, what the instructors' duties were, if the instructors were in a position of authority to certify for the company the girl was employed.

A. I know nothing about the working of the credit union of our place.

By Miss Weyand:

Q. What factors are taken into consideration in promoting an operator to become a thread or floor girl?

A. Mr. Baty usually does that. I have had a few contacts with girls; Margie Stacy was an operator, and one day I wanted a model, and we didn't have a model avail-

able, a regular model available, and somebody said, "There is a nice looking little girl on a machine downstairs," and that she could wear a size 14, so we sent her up, and she was a very nice looking girl, and seemed to be alert and bright. [fol. 3598] I asked her a little about her former experience, and about her work, and so Mr. Baty, in a discussion with me about the factory, said that he needed another instructor, and I said, "Why don't you try Margie Stacy, she seems to be a bright and alert girl," and I see her name on the list of instructors, so I suppose that he did.

Q. Could you indicate what factors in her experience impressed you with her qualifications for being an instructor?

Mr. Reed: I think that is a ridiculous waste of time.

Trial Examiner Batten: Is that an objection, Senator?

Mr. Reed: I object. It is a ridiculous waste of time.

A. I don't remember the exact experience; she had been an operator for several years, and the main thing, to me, was she seemed to be alert and bright, and a nice looking girl.

Now, that was why I recommended her. I was also told that she was a good operator, and when I called her up a couple of times again, to use her as a model, I liked her as a model, and someone said, "Well, she is a pretty expensive girl to use as a model, that girl makes good money," and that was another reason that I would have suggested she be an instructor, if she was a good, fast operator.

Miss Weyand: Could you describe the duties of Rose [fol. 3599] Todd, in January of 1935?

Trial Examiner Batten: Before we start on this line of questioning, I think we will recess a few minutes. Mr. Hogsett, I want to see you—I don't mean just you—and Mr. Ingraham.

(Recess was accordingly taken.)

Trial Examiner Batten: We will proceed.

By Miss Weyand:

Q. What were Rose Todd's Duties in January of 1935?

A. I wouldn't be able to state definitely what her duties were in 1935; Mrs. Reeves was running the plant, and Miss Todd was working under Mrs. Reeves.

Q. What did Rose Todd do?

A. What did she do? I think I testified yesterday that she had done several things; she had been a floor girl.

Trial Examiner Batten: This was '35?

A. In '35.

Trial Examiner Batten: I assume that is what you are asking?

Miss Weyand: That is what I was asking, yes.

A. I am not exactly sure. She probably was a floor girl. I know she was a floor girl for a while, but I don't know in just what year she was. Miss Todd did receive different things to do.

By Miss Weyand:

Q. Was she instructor, subsequent to January, 1935?

[fol. 3000] A. I am not sure that Miss Todd was instructor. She was on the floor. Whether she was really an instructor or not, she was on the floor and gave out work, I know that. I am not sure that she was ever instructor in a section herself.

Q. When you say you do not know that she was an instructor, in a section herself, do you mean to say she never served as instructor in any section at any time subsequent to January, 1935?

A. I know that instructors in a section—usually there is an instructor and floor girl, and we have had, at different times, special machines, and sometimes we have had a group of special machines, and we might have just one person giving out the work, because the work didn't originate in that section, they simply did a special machine operation for some other section.

My remembrance is at one time Rose Todd was in one of these special sections, but I am not sure whether she was considered an instructor or not.

Q. What were her duties when she was in the special section?

A. Well, one of the duties would be to give out the thread and the work, and the special machine work would come directly from another section, and probably the instructor from another section would bring that work over, and put it on the box or the so-called "horse" of the opera- [fol. 3601] tor that was to do that work.

I know, in our special section, that at different times, when we didn't have many people working in them, we attempted to get along without an instructor, without that expense.

Now, whether she was in that situation, I am not sure. I don't remember; I don't know.

Q. You said one of her duties was to give out work. What were her other duties?

A. In that situation, it would be to give out work that another instructor gave her. I don't know whether she would give it out, but she would give out thread and trimmings, or whatever was used in that section, that was necessary to get the work out.

Q. Did she have other duties than to give out the thread?

A. I couldn't say for sure. I am not entirely informed on that.

Q. Did this special section receive instructions similar to the instructions sent down to the sewing department?

A. I don't know; the method of that might have been changed. It was changed at different times, according to whether we had a great abundance of a certain kind of work to get out, or whether we were simply trying a new method, and we have had our special machines. We have tried having them in the section, and we have tried having them in a group together, and we have tried having some of them in the sections and some in a group, and then, I [fol. 3602] believe, we tried having all special machines—having a special machine section, but when those different changes were made—

By Trial Examiner Batten:

Q. Of course, that isn't the question, when they were made. The question is if, during the time, Mrs. Reed, your special machines were in the sewing section, naturally, there would be written instructions.

A. At that time, I know Miss Todd was not in charge of the special machines.

Q. I am not talking about Miss Todd, I am simply saying that when the special machine was in the sewing section, the instructions which came down would include the use of the special machine, would they not?

A. Yes.

Q. Now, the question is, when you had a section which included only special machines, did they also receive from the planning department, some sort of instructions on the work they should do in that section, if you know?

A. I don't know for sure. The special machine section has always been simply doing one specific thing to a garment. That was very definite, and the instructions on that might have come right along with the instructions how to make the garment, but I don't know for sure.

By Miss Weyand:

Q. Who would show the girls in the special section how to do their work?

[fol. 3603] A. The special sections — when we first put up a special section, everybody that went into that section already knew how to do the work. It was like a double stitcher, and she had probably learned to do the work at some time in the regular section.

Q. Did you ever hire girls for work in the special section who were not previously trained?

A. Not if we can help it.

Q. Do you ever hire them?

A. I don't know.

Q. What machines are in the special section?

A. Well, at the present moment I couldn't tell you what machines are in the special sections. I know a good many special machines are in the regular sections right now.

By Trial Examiner Batten:

Q. But when you had a special section, what machines were in it?

A. Well, when the machines were all put in the special section, I can't recall what they would be, exactly.

Q. Is the machine special, or the work that is special?

A. No, it is the machine that is special, that is made to do one kind of work; for instance, you have a section, and there is a double stitching machine, then all of the double stitchers from a group are in that section, and that would be done on those double stitching machines.

By Miss Weyand:

Q. In addition to the double stitching machine, what [fol. 3604] other machines were in the special section?

A. We had a section where overcasting was done.

Q. What other operations were done in the special section?

A. At various times, hemstitching.

Q. Anything else?

A. Embroidery work, but I believe the embroidery machines would be in a separate section.

By Trial Examiner Batten:

Q. You mean a separate section of just embroidery machines? . .

A. Yes.

By Miss Weyand:

Q. What other special machines are there, in addition to the ones you have named?

A. Many other special machines we have used in the past 25 years; outside of the double stitching machine I don't know of any one that we used continuously for 25 years.

Q. Have you ever trained a girl in your plant to run a special machine?

A. I wouldn't know that of my own knowledge, although I am sure that —

Mr. Reed: Did you mean personally?

Miss Weyand: No.

By Miss Weyand:

Q. Was there ever a girl trained in the plant, by anyone, to learn to operate a special machine?

A. In the past number of years, I wouldn't know that of my own knowledge.

[fol. 3605] Q. Have you been informed such was the fact?

A. I have never inquired.

Q. Was it ever stated to you whether such had occurred?

A. No.

Q. Do you have a special section today?

A. We have put most of our special machines back in the section, and I don't know the status of the special section today, exactly.

Q. In addition to the duties which you have described, which Rose Todd at various times performed, what other duties did she perform?

Trial Examiner Batten: You mean in 1935?

A. In all of the years she has been there?

By Miss Weyand:

Q. Since 1935.

Trial Examiner Batten: Since.

A. Since 1935, Mrs. Reeves and later Mr. Baty took pretty much complete responsibility for managing the plant, and I would not be informed as to just what her duties were.

By Miss Weyand:

Q. Do you know who she was responsible to?

A. To Mr. Baty and Mrs. Reeves, at different times they were in charge of the plant.

Q. Well, was there ever, since January of 1935, any intermediary between Rose Todd and the production management?

A. I would not know that.

[fol. 3606] Q. Turning now to April 1937, was Rose Todd assigned to any department of the plant?

A. I testified about three times that she went through the plant supplying notions or thread, or whatever supplies might be missing to complete cuts.

Trial Examiner Batten: Mrs. Reed, the question is, was she assigned to any department? Was she assigned to any definite department or section in April of 1937?

The Witness: No, her job was just to go through the plant from one section to another.

Trial Examiner Batten: In other words, she was not a part of any sewing section or department of the plant or the business; is that right?

The Witness: She was a part of all of them. She simply went from one place to another, and when there was something missing, she would find out what it was, and then she would go to the notions department, if it was to get more thread, or—

Trial Examiner Batten: I understood you to say she was directly responsible to Mr. Baty. Is that right?

The Witness: I said I didn't know, Mr. Batten. I said Mr. Baty had charge of the plant, and just exactly how he was running it, as to the details, I don't know.

By Miss Weyand:

Q. Who informed her when a section was lacking in some material?

A. My understanding was that she just went from one section to another to see.

[Fol. 3607] Q. Of whom did she inquire in a section?

A. She might—I think if some of the girls saw her coming, they would probably ask her why they couldn't have more green thread, or whoever needed the material would be just as apt to ask her for it as anyone.

Mr. Langsdale: Pardon me.

Will you read that answer?

(Thereupon the last answer was read by the reporter.)

Mr. Langsdale: I move that the answer be stricken as based upon supposition and speculation, without any knowledge on the part of the witness.

Trial Examiner Batten: It may stand.

By Trial Examiner Batten:

Q. Do you know, Mrs. Reed, as a matter of fact, just what the procedure was in the plant?

A. I know that I was having a great deal of difficulty having my work come through promptly. We always were having a hard time filling the orders.

Q. My question to you was—

A. May I explain?

Q. Just a moment.

A. My—

Q. Just a moment, Mrs. Reed. My question was, whether or not you know the procedure in the production part of the plant? Do you know the procedure?

A. I know I told Mr. Baty that we would have to have somebody in the plant going through to check up the work. [fol. 3608] Q. You told him that. But do you know what procedure Mr. Baty outlined to take care of the thing you wanted corrected? Did you know that?

A. Not in a definite way.

Trial Examiner Batten: That was my only question, whether you knew just exactly the procedure Mr. Baty put in.

The Witness: No.

Mr. Langsdale: I renew my motion to strike.

Trial Examiner Batten: It may stand.

By Miss Weyand:

Q. I hand you Board's exhibit 28-A, being the stipulated pay roll of time-workers. Can you tell me offhand which heading Rose Todd is located under on your pay roll?

Mr. Reed: What is the pending question, please?

Trial Examiner Batten: What heading Rose Todd's name appears under on the pay-roll, Board's exhibit No. 28, Senator.

Miss Weyand: Exhibit No. 28-A through—

Trial Examiner Batten: All of 28. I don't know how many pages there are; I think there are 50 or 60—something like that.

Miss Weyand: Sixty-eight.

Mr. Reed: I submit, if her name appears in this document, counsel might call attention to the place, and if it does appear under a particular heading of the pay roll, that [fol. 3609] is the best evidence.

Trial Examiner Batten: I see no objection to Mrs. Reed's telling us where it appears, Senator.

A. She is under the heading of "Designing-Sewing."

By Miss Weyand:

Q. You are referring to Board's exhibit No. 28-H, being the pay roll for April 16, 1937, to April 30, 1937?

A. She may have worked up there for a little while. She was an operator and sewer. These names here (indicating) —

Trial Examiner Batten: Just a moment, Mrs. Reed. The question was — I will have the reporter read you the question. Perhaps you have forgotten it.

Will you read the question, please?

(Thereupon the last question was read by the reporter.)

Trial Examiner Batten: Will you just answer that?

The Witness: I am, but I think it would only be fair to let me say she might have worked up there. She might have been —

Miss Weyand: I would like to have Mrs. Reed explain.

Trial Examiner Batten: She may explain, but —

The Witness: I would like —

Trial Examiner Batten: Just a moment, Mrs. Reed. I thought you had forgotten the question.

The Witness: No.

A. I don't know — I know that these girls do sewing for the designers and do extra sewing. Now, Rose Todd could [fol. 3610] sew on a machine. She may have been sewing on a machine there.

By Miss Weyand:

Q. Do you know whether she did that from April 16, 1937, to April 30, 1937?

A. I don't know. I recognize names of girls here who did sewing. Frieda Smeltzer did sewing, and Pearl Doyle did sewing up there.

Q. That is the period, is it not, in which you described her duties generally as keeping the sections supplied with materials?

A. I also said Mr. Baty was running the plant and I didn't know exactly what every person in that plant was

doing every day. Now, we very often, in the designing department, need extra help, and it would be possible to have asked for her to come up and help in that sewing—

Trial Examiner Batten: Well, Mrs. Reed—

A. (Continuing) We very often do that, particularly in that department.

Trial Examiner Batten: If I could make a suggestion which I think might be helpful to you,— If you do not know of your own knowledge the answers to these questions, then I think it is proper for you to say that you do not have the information upon which to base an answer.

The Witness: But, Mr. Batten,—

Trial Examiner Batten: Rather than tell us all of the possibilities.

[fol. 3611] Now, you do not have to follow my suggestion, Mrs. Reed. I am simply saying that, after all of this conversation which you and I have had— I thought you just said a moment ago you didn't know all of the details of the plant.

The Witness: I don't.

Trial Examiner Batten: Then, if you do not know, Mrs. Reed, I don't think I would attempt to answer the questions.

The Witness: I do know that Ceva Vaughn sews on a machine in the designing department, and I know that Ann Scott does, and that Norma Duncan does. I know a number of these girls sew on power machines in the designing department, and Rose Todd's name is with them. I say Rose Todd did know how to sew on a machine, and there might be a possibility that she was borrowed for a week or two weeks and was up there.

Trial Examiner Batten: I agree with you, Mrs. Reed, that there is that possibility. I could say, myself, that there is that possibility. My only point was, I was trying to be helpful to you, was all.

[fol. 3612] Miss Weyant: Mrs. Reed, I would like to have you look at Board's exhibit No. 28, for the pay roll

period of May 1 to May 15, 1937, at the page on which the designing section is set forth, and tell me if you see Rose Todd's name there?

Just take your time and see if you find "Designing" and if not, if you find "Rose Todd" at any other place on that exhibit.

[fol. 3613] : A. I don't find it.

I would like to call the Examiner's attention to the fact that I was puzzled about this pay roll list yesterday, and last night I looked up to see why these queer headings would be on certain pages, and I saw the original pay roll that was put in evidence, and apparently when this was copied the pages were not followed. Now, when—

Trial Examiner Batten: Well, do you have the original pay roll?

A. Yes. We brought it down.

Trial Examiner Batten: I would suggest that you make the original pay roll available, then.

The Witness: Well, not for this date here (indicating), but—

Trial Examiner Batten: When that pay roll was furnished before, wasn't that supposed to be—

Mr. Ingraham: We brought in the original pay rolls.

Trial Examiner Batten: And wasn't this supposed to be a copy of it?

Mr. Ingraham: Yes. I do not have any recollection of [fol. 3614] making a copy of those pay rolls. We brought the original pay rolls in.

Trial Examiner Batten: Whoever made them, they were marked as an exhibit and were received on the assumption that they were a copy of the pay roll. Now, are they a copy or aren't they, Mr. Ingraham?

Mr. Ingraham: They are a copy, as far as the names and wages are concerned.

I think this is what actually happened: I was asked by the Board's counsel to produce the pay rolls for their inspection, and I brought up the pay rolls, including the ones for the particular exhibits that you were inquiring about yesterday, and the Board took those pay rolls—

The Witness: The pages were mixed.

Trial Examiner Batten: Do you mean the Board inserted these titles?

Mr. Ingraham: No. But the pages got mixed up.

The Witness: A title would be carried over to the next page, and the wrong page would be there.

Trial Examiner Batten: I would suggest that the original pay rolls be marked and photostats be provided.

Mr. Langsdale: If the Examiner please, I object to that change from the record as it now exists, until we look at the record and see what actually happened.

Trial Examiner Batten: I am not accepting them, Mr. Langsdale.

[fol. 3615] Mr. Langsdale: My own recollection is, we asked them to produce the pay rolls, and they brought in the typewritten lists, which were copied into the record. I don't remember our ever having the original pay rolls.

Trial Examiner Batten: Well, it can be checked and—

Mr. Langsdale: The record should show how those got in there.

Mr. Ingraham: I was asked to produce these pay roll records, and I did produce them, and the next thing that appears is this stipulation.

Trial Examiner Batten: Mr. Ingraham, you signed the stipulation, didn't you?

Mr. Ingraham: Yes.

Trial Examiner Batten: Then, it seems to me, if there is anything wrong with it, it is up to you folks to check it up—

Mr. Ingraham: We will produce the pay roll records.

Mr. Langsdale: I don't agree with that. I want to rely upon what they did produce in 1939.

Trial Examiner Batten: You may rely completely, Mr. Langsdale, upon what is in the record, unless it is changed. Unless what is now in the record is corrected, it will remain, and any counsel may use it:

Now, the question still is, Mrs. Reed, do you find Rose Todd's name on that pay roll?

[fol. 3616]: A. I do not.

Mr. Reed: There was an explanation undertaken here and partially given, I think.

The Witness: It seems to me—

Mr. Ingraham: We are talking about different things, Mrs. Reed.

Trial Examiner Batten: Mrs. Reed injected the question as to whether this pay roll record is correct. There is a question pending—

The Witness: The pages are not in proper order.

Trial Examiner Batten: Just a minute, Mrs. Reed. That hasn't anything to do with the question. The question is, whether Miss Todd's name is on Board's exhibit No. 28. Now, if you want, your attorneys may now proceed to the matter you are explaining. Let's clear up one thing at a time; that is all I am trying to do. If it isn't correct, permit your counsel and other counsel to clear it up. You are the witness, Mrs. Reed.

The Witness: Well, I have to be on my guard about unfair practices.

Trial Examiner Batten: Now, Mrs. Reed, I want to say now you do not have to be.

The Witness: I do. I fear that I must be.

Trial Examiner Batten: I say now you do not have to be, because if I feel that anybody in this hearing room [fol. 3617-3618] is taking unfair advantage of you, or anyone else; I will do everything I can to protect you—

The Witness: But, Mr. Batten, you may not understand it.

Trial Examiner Batten: Just a moment. —and every other witness, Mrs. Reed. I don't think, this far in the hearing, I would concede for one moment that any counsel participating in this hearing has been unfair.

The Witness: But, Mr. Batten, the copy that was showed me yesterday, the wrong pages were put—one page would be in the wrong place, and then it shows that a heading was on a certain page, and when copied they were carried over and the wrong pages went along.

Trial Examiner Batten: I would suggest, then, you have Mr. Ingraham straighten it out. He was counsel for you and he signed the stipulation. If it is incorrect, then it is up to counsel, it seems to me, to make the corrections, and not the witness.

The Witness: I don't know who made the copy, but—

Trial Examiner Batten: Well, I don't either, Mrs. Reed.

We will proceed.

Miss Weyand: Will you look at Board's exhibit No. 28-U and see if you see Rose Todd's name on that page?

A. I do.

Mr. Reed: What page?

[fol. 3619] Trial Examiner Batten: 28-U.

Mr. Reed: That isn't the page number, is it?

Miss Weyand: The page number in the Circuit Court of Appeals record is 4767.

A. I see Rose Todd's name.

By Miss Weyand:

Q. Will you state the department under which she is listed?

A. On this page she is listed under "Hand Sewing Department."

Q. Why was she placed under "Hand Sewing" for the two-weeks' period from May 1 to May 15, 1937?

A. I don't know whether she was placed under that or not. I don't know whether that is still a part of the pay roll being mixed up and the headings being mixed up in the copying or not.

By Trial Examiner Batten:

Q. Well, as far as that exhibit is concerned, that is where her name appears, isn't it?

A. As far as this exhibit is concerned, it is, but—

Q. Whether it is correct or not, you don't know? Is that what you mean?

A. I don't know whether it is or not.

[fol. 3620] By Miss Weyand:

Q. Was she working in the hand sewing department from May 1st to May 15th, 1937?

A. I do not know.

Q. Can you explain any reason why she might have been placed in that section of your pay roll record for that period?

A. No.

Q. Will you look at the next pay roll period, being the period from May 15th to May 30th, 1937, and tell me if you see Rose Todd's name thereon and what department she appears therein?

A. I have found it. It is in the hand sewing department again.

Mr. Reed: What page?

A. Page 4773.

By Miss Weyand:

Q. Was Rose Todd working in the hand sewing department from May 15th to May 31st, 1937?

A. I do not know.

Q. Do you know why, or do you have any reason why that should be put under that heading on the pay roll?

A. I do not. The pay roll was so mixed up yesterday, there might not have been any reason at all.

Trial Examiner Batten: If she were in that section on the original pay roll would you know why?

A. If she were in that section on the pay roll, it was [fol. 3621] because she was doing hand sewing.

By Miss Weyand:

Q. Will you look at the next pay roll period, and tell me what department Rose Todd appears in? I suggest that you look at page 4783.

A. In that it is button and buttonhole department.

Q. Was Rose Todd working in the button and buttonhole department from June 1st to June 15th, 1937?

A. I don't know. I don't know where Rose Todd was working in the plant, actually doing the work, on every specific day. I still say that this pay roll is mixed up.

Q. If her name appears on the original pay roll in the button and buttonhole section, from the period of June 1st to June 15th, 1937, can you explain why it so appears there?

A. I couldn't explain, except the person making up the pay roll thought she was working there. I don't make up the pay roll, and I don't look over the pay roll.

Q. There would be no other reason for putting her in the pay roll classification of button and buttonhole department, except her working in the section?

A. Surely not.

Q. By "working in the section" you mean working as operator in that section, or instructor or thread girl in that section?

A. I don't know. I wouldn't know, I don't know what she was doing on any specific day in the plant.

[fol. 3622] Q. Unless Rose Todd worked there from June 1st to June 15th, 1937, as operator or thread girl or instructor in the button and buttonhole section, would her name appear on that department on your pay roll?

A. That is an awfully long sentence.

Trial Examiner Batten: The question is: if she worked some other place, would she be carried on the pay roll of that section?

A. I don't think so.

By Miss Weyand:

Q. Would you know of any reason why she might be carried on that pay roll, even though she might be working somewhere else?

A. I don't know of any reason why they would make up a pay roll that was incorrect.

Q. Will you look at page 4791, in the same exhibit, and tell me what department Rose Todd was in, on June 15th to June 30th, 1937?

A. I don't know what department she was working in, but the heading of this page, 4791, is button and buttonhole department, and Rose Todd's name appears on there.

Q. Would your answer with respect to that be the same, with respect to the statement you made as to the period of June 1st, 1937, to June 15th, 1937?

A. Still is, this pay roll is mixed up, the pages that were copied were not copied in the right sequence.

[fol. 3623] By Trial Examiner Batten:

Q. The question is, if her name appears under that section, would that indicate she was working in that section at that time?

A. If there wasn't any error in making up the pay roll.

Q. If it does appear?

A. There would be no reason to put that on our pay roll, put a person in a section where they were not working.

Q. Where they were not working?

A. No, our pay roll is gotten up in an automatic way; at this time there are about 35 or 40 people working on it, and certainly there would be no instructions to put anybody where they wouldn't belong.

By Miss Weyand:

Q. Would you look at 4805, and tell me in what department Rose Todd's name appears for the period of July 1st to July 15th, 1937?

A. Will you repeat the question?

Q. It is the same question. What department does Rose Todd's name appear there listed?

A. The heading of this list says, "Receiving department, piece goods, continued, period ending 7-1 and 7-15-37," and it gives the employees names, and Rose Todd's is on that list.

Q. Was Rose Todd working in the receiving department, from July 1st to July 15th, 1937?

A. Not to my knowledge.

[fol. 3624] Q. Do you know of any reason why Rose

Todd's name should be placed under that department on your pay roll for that period, if it was so placed?

A. I still say it was an error in copying the pay roll. It is an error. She is at the top of the page of the receiving department, piece goods, and the other employees under that.

Trial Examiner Batten: Now, Mrs. Reed, assuming that is correct, would there be any reason for her being there in that department?

A. I know of no reason why she should be.

Trial Examiner Batten: Mr. Ingraham, do you have all of these pay rolls?

Mr. Ingraham: Yes, we do.

Trial Examiner Batten: Well, rather than have this question come up, have you checked these pay rolls against these exhibits?

Mr. Ingraham: I have not.

Trial Examiner Batten: You signed it as attorney, and stipulated it?

Mr. Ingraham: Yes.

Trial Examiner Batten: Is it your opinion it is incorrect, or hasn't been properly put in the record?

Mr. Ingraham: I am advised, evidently sheets that were loose leaf sheets, probably a few got misplaced and put in [fol. 3625] ahead of some other sheets, when this exhibit was made up.

Now, I don't recall who made up the exhibit.

Trial Examiner Batten: Didn't you, as attorney, check it before you signed the stipulation?

Mr. Ingraham: I don't think we did check it. The Board took this, as my recollection of this, came over and got these actual pay roll sheets, and I think I had them in court for their inspection, and this is a receipt that I find in our files, that they got the records, dated July 17th, 1939.

Trial Examiner Batten: Irrespective of that, I think I will recess now, and Mrs. Reed and you can take these pay

rolls and take these exhibits and sit down here at this table, and I want you to go through every one of those pay rolls; and tell me what errors you find. I want it done now.

There is no use proceeding with questions when—

A. (Interrupting) That is founded on mistakes.

Trial Examiner Batten: Whether it is or whether it is not, I want you and Mr. Ingraham to sit down here now and check every one of those pay rolls and mark down any errors you find.

Mr. Langsdale: Don't you mean the differences, instead of errors? I don't concede—

Trial Examiner Batten: (Interrupting) I mean in line, if there are pages misplaced or anything, you will make notes of it, and I want it done now.

[fol. 5626]. We will recess while it is done.

Mr. Ingraham: Well, we will have to send down and get these pay rolls. We only have the—

A. (Interrupting) One week.

Mr. Ingraham: We have two weeks. We have the complete two weeks on which Mrs. Reed was examined yesterday.

Trial Examiner Batten: How long would it take to get the pay rolls down here?

Mr. Ingraham: Probably some of those are in the basement.

A. Yes, probably some are in the basement. You can show Mr. Batten what happened on that one.

Trial Examiner Batten: No, I want a complete statement on the whole thing; how long would it take to get the pay rolls down here?

Mr. Ingraham: I can't tell you. It probably would be quicker if we would go down to the plant.

Trial Examiner Batten: I want it here. I don't want you to go down there. I want it done here.

Mr. Ingraham: I don't know—these pay rolls were evidently made up by weeks, and mixed up between March 1st and July 31st, and the Board picked up whatever they wanted to pick up.

Trial Examiner Batten: No, they asked you for pay rolls for certain periods.

[fol. 3627] Mr. Ingraham: That is what they took.

Trial Examiner Batten: I recall they called for certain pay rolls, and you brought them in.

Mr. Ingraham: I did, and it was evidently a period of March 1st to July 31st.

Trial Examiner Batten: Did you find any error except this one page?

Mr. Ingraham: That is just on the period of April 1st to April 15th, that she is referring to. That came up yesterday, and we got the pay rolls for that period.

Trial Examiner Batten: Well, I understood Mrs. Reed to imply there were errors in all of these.

Mr. Ingraham: She is only talking about April 1st to April 15th.

Trial Examiner Batten: No, she has gone down to June now.

Mr. Ingraham: Miss Weyand is asking for specific pay rolls, other than the pay roll we sent up to the company for, yesterday. There are other periods in this exhibit.

Trial Examiner Batten: She is now asking about the last two weeks in June.

Mr. Reed: I think I can explain this, if Your Honor will permit.

Trial Examiner Batten: Well, do you think I would not?

Mr. Reed: Well, cut off some attempted explanation, [fol. 3628] and please let me explain this.

Trial Examiner Batten: I am sorry —

Mr. Reed: (Interrupting) There came up the question as to the title of — what was that title?

Mr. Ingraham: Buying records.

Mr. Reed: Buying record. There was a good deal of controversy about it, and attention was called to the fact that names appeared in certain places, and Mrs. Reed was on the stand and was puzzled, evidently, by it. She said some of those names were out of place, and she couldn't see why they were on this list; so last evening we got the original record, and checked it, and we found out what had happened was that a certain title was there, and then a page had been misplaced in this copy, so that it did not truly reflect who was in that department.

We haven't challenged the entire record yet.

Trial Examiner Batten: Well, Mrs. Reed has.

Mr. Reed: I think not.

Trial Examiner Batten: Just a moment ago she said that she couldn't say that this was correct, there might be pages misplaced, and that was concerning a June pay roll.

Mr. Reed: I know this: that other mistakes were made, and she was asked to take that document and say whether that is absolutely correct, and she raised the question that she couldn't positively do that, because there were already [fol. 3629] mistakes having been found.

Trial Examiner Batten: Of course, if Mrs. Reed is willing to testify, assuming this is correct, that she has no explanation of Rose Todd being there, I don't presume there would be any objection to that. Her answer has always been that this is incorrect, and that she can't testify, and we couldn't proceed with the hearing on that basis.

May I see the pay roll? Show me what —

Miss Weyand: I would like it to appear on the record, what those mistakes were about the buying record.

Mr. Ingraham: Here is the buying record these girls followed, and in that department —

Trial Examiner Batten: Well, doesn't that follow?

Mr. Ingraham: No. No, this exhibit in the record, this page was put, evidently, in ahead of this page (indicating). Now, here is Herb Fountain.

Miss Weyand: Does Herb Fountain appear on your buying record of June 1st to June 30th?

Mr. Ingraham: Under — let's see.

Trial Examiner Batten: Under Audit No. 4688 and 4625.

Mr. Ingraham: That one page has been dropped out.

Miss Weyand: Will you examine the record and see if Herb Fountain does not appear on the buying record of July 31st, 1937?

Mr. Langsdale: I assume that you are talking about [fol. 3630] the records made in 1939?

Miss Weyand: Yes, and stipulated to and produced by the Respondent, and it appears on the face of the record that there is no substantial difference in the personnel of the buying record, from July 1st to July 15th, 1937, by a change of pages, because of the fact that the same personnel couldn't change for every two weeks' period, throughout the period from April 1st, 1937, to July 31st, 1937, and that page couldn't have gotten out each two weeks.

Mr. Ingraham: Miss Weyand, I was requested to bring in the pay roll for each two weeks' period, and it may be whoever was gathering up this information got out of place on this one, or pulled one out of place, this sheet, for each period.

Trial Examiner Batten: Of course, it doesn't hardly seem like that would occur.

Mr. Ingraham: That is evidently what happened. These people on this pay roll, that follow the three girls that are on the bottom of this one sheet — and these three girls are Lulu Courtney, Hilda Richmond and Mary Stratton — then these girls on this next page are in that department, there is no question about them being in that department, and they aren't in the accounting department; and there is Margaret Quinn, Jane Daugherty, Freda Cordell, Jane Wilkins and Lyda Burns, and however it hap-

[fol. 3631] pened, I produced these records, and they are loose-leaf pages.

Trial Examiner Batten: Well, I think in view of Miss Weyand's statement, that it appears consistently through July in the present record, which we believed to have been correct, Mr. Ingraham, if you want to change those, you may stipulate later, when the time comes to correct it.

Miss Weyand: I would like to have Mr. Ingraham at this time take the copy I have been showing to Mrs. Reed, and compare it with the copy he has in the courtroom, or did have yesterday.

Do you have it now?

Mr. Ingraham: I have this one, April 1st to 15th.

Miss Weyand: I am asking for the Circuit Court record, including these record pages from 4744 through 4810, and tell me if they coincide with the record pages which have been in the copy of your Circuit Court record.

Mr. Ingraham: Well, I suppose that the copy that the Board sent me of the record of it in the Circuit Court, compares with that record. It is a copy the Board made up and sent to me, and I suppose you have the original of that record.

Miss Weyand: You used that record throughout the preparation of the brief in the Circuit Court case, without noticing any errors therein.

Mr. Ingraham: That's true, Miss Weyand, and the [fol. 3632] Board, as I recall, never challenged the division of the people in the pay roll, there never was any question raised.

Trial Examiner Batten: Well, we will proceed on the assumption it is correct, until otherwise shown.

Mr. Langsdale: Mr. Examiner, Mr. Ingraham has just brought in such a small portion of what he says is the original record that is agreed on and stipulated, and introduced in the U. S. trial. Now then, if there is to be any further bringing in of loose leaves, I would suggest to the Examiner now that he commission some representative of the National Labor Relations Board, and some

counsel or someone else, to go down to that plant now and get it, and dig out these original records. Certainly I am not going to be satisfied if, tomorrow morning, they come in here with some loose leaves.

I would like to see some representative of the Labor Board see where they get them, and see if they are there now, and not tomorrow morning or the day after, or any other time.

Mr. Ingraham: Mr. Langsdale, we produced the record the last time, that the Labor Board asked for, and I brought them in, and I have a receipt in my pocket.

Trial Examiner Batten: Well, now, just a minute. I just said we are going to proceed on the basis this record is correct. Now, if the parties who contend it is not, may [fol. 3633] or may not have an opportunity to present it in this hearing, I am not going back, I don't think, now, on this record, and revise it from page 1 up to 3200, whatever it is, including all of the numerous exhibits.

Δ [fol. 3634] Mr. Langsdale: My point is this, Mr. Examiner: If there is going to be any contention that the records they bring in here are the originals, I think it would be well to send someone representing the National Labor Relations Board down there this afternoon to see where they get them and how they get them and whether or not these are people who have been there any length of time.

Δ Trial Examiner Batten: I don't think so, Mr. Langsdale, because I think the burden is entirely on Mr. Ingraham's shoulders. He signed this stipulation and agreed to this. It is in the record and has been used since—what is it now?—since July 1939.

If it isn't correct, I think the burden is on you, Mr. Ingraham, to produce whatever is necessary to show that it is incorrect. You agreed to the stipulation.

Mr. Ingraham: I agreed to the stipulation but—

Trial Examiner Batten: Now, on that basis, as I said awhile ago, we are going to proceed on the assumption that this is correct.

Mr. Langsdale: I say, if they are going to come in later with a lot of—

The Witness: I didn't say this was incorrect. I said it was incorrect in the way it is put together. Sometimes the heading is carried over and sometimes refers to the employees on the next page, when it shouldn't.

[fol. 3635] Mr. Ingraham: I didn't make up this exhibit. I produced the pay rolls and Mr. Leary took the pay rolls and checked them.

Trial Examiner Batten: Whether you prepared them or not, you were the attorney who signed the stipulation.

Mr. Ingraham: Yes. The Board had these pay rolls before them—

Trial Examiner Batten: Therefore, you must assume the responsibility of entering into the stipulation.

The Witness: We didn't know the Board would do a thing like that until this morning.

Trial Examiner Batten: If you find it is incorrect, check it up and— The burden is on you.

Mr. Ingraham: I will, if necessary, bring the pay rolls in.

The Witness: We didn't know the Board puts papers in the wrong place—

Trial Examiner Batten: Just a minute, Mrs. Reed.

The Witness: They admitted this morning they did, and that has been done right here.

Trial Examiner Batten: Mrs. Reed, I think it would be better if you would permit your counsel to represent you.

We will proceed.

Miss Weyand: Could I have the last question and answer read?

(Thereupon the last question was read by the reporter [fol. 3636] as follows:

“Q. Do you know of any reason why Rose Todd's name should be placed under that department on your pay roll for that period, if it is so placed?”)

A. I do not.

By Miss Weyand:

Q. What was Rose Todd doing during the week of July 1 to July 15, 1937?

A. I do not know.

Q. Looking at Board's exhibit No. 28-HHH, being record page 4804, what was Ed Corbin doing during the week of July 1, 1937, to July 15, 1937?

A. What was the date?

Q. The pay roll date July 1, 1937, to July 15, 1937.

A. I don't know what he was doing then. He was hired as one of the watchmen we got when there was so much violence going on by the I. L. G. W. U.

Q. Why should a watchman be placed in the receiving department?

A. I have no direction over making up this pay roll and I don't know why the person making the pay roll up would do that.

Q. It is true that he appears there above Rose Todd's name in the receiving department?

A. I do not see Rose Todd's name here.

Q. Preceding her's, on the page—

[fol. 3637] A. The next page, saying, "Receiving Department (Continued)," has the name "Rose Todd."

Q. Proceeding backwards among the persons in the receiving department, piece goods, the same exhibit and page number, the next name is Robert Eckart. What was Robert Eckart doing during the week of July 1, 1937, to July 15, 1937?

A. I don't know.

Q. Will you notice the salary which is placed opposite his name?

A. Yes.

Q. Will you state the amount?

A. \$112.50

Mr. Langsdale: For the two-weeks period?

Miss Weyand: Yes. That is what is indicated.

A. I would assume that is it.

By Miss Weyand:

Q. Do you see anyone in that department who received a higher salary?

Trial Examiner Batten: Than Eckart?

Miss Weyand: Yes.

A. Not according to this page.

By Miss Weyand:

Q. Will you look through the preceding 10 pages of this exhibit, being the preceding pages covering the pay roll period July 1, 1937, to July 15, 1937, and tell me how many employees and who made a higher amount of pay for that pay roll period than Robert Eckart?

[fol. 3638] Mr. Reed: Now, if Your Honor please, those documents, under your ruling, are accepted here as correct by you. The documents speak for themselves. Now, what is the use of going through and having the witness say that she sees a name on there that is that? It just simply is a consumption of time.

Trial Examiner Batten: I don't see the purpose of it. If the document speaks for itself, and there are four or five names on there of people that received more, do you intend to ask the witness, then, what they did?

Miss Weyand: I intend to ask her if she knows what they did.

Trial Examiner Batten: Then, under those conditions, Senator, I would permit Mrs. Reed to go through it and locate any names that were receiving more than Eckart. That would be the only way for Miss Weyand to determine, I presume, what these people do, unless Miss Weyand took the document and went through it—

Mr. Reed: Miss Weyand could take it, if she wanted to, and ask what each of these individuals did and the difference between them, or state what it does tell with reference to their wages. There is no use going through this thing and having the witness—

Miss Weyand: The document will show that there are a very few persons on the exhibit that received more than \$112.50.

[fol. 3639] Trial Examiner Batten: Why wouldn't it save time, Miss Weyand, if you merely asked about those individuals? You have already gone through it? You already know who they are, don't you?

Miss Weyand: I do.

Trial Examiner Batten: Then, it would save time if you would just ask her.

By Miss Weyand:

Q. The first employee who received more than Robert Eckart, who appears on this two weeks' pay roll period, is Ted Scoles; is that correct?

A. That is correct.

Q. He is listed as receiving—

A. —\$119.17.

Q. And you are fully cognizant of the duties that Ted Scoles was performing at that time?

A. I was not.

Q. You have described here what Ted Scoles's duties in general were and that you knew who he was, haven't you?

A. I have described what they could have been. He was under Mr. Baty's direction. Just what he was doing, I don't know. I have no way of actually knowing.

Q. You will notice that there is no one else on page 4796 that receives over \$100?

A. I notice that.

Q. You notice that there is no one on page 4797—

[fol. 3640] Mr. Reed: I say again, the instrument will show, itself. It is here in evidence.

By Miss Weyand (Continuing):

Q. —down to Robert Eckart, on page 4804, who received over \$100 for that two-weeks' period?

A. No one listed on this received more than \$100 except those two.

Q. Following Robert Eckart, there is no one else on record page 4804 who received more than \$100; is that correct?

A. That is right.

Mr. Reed: I insist, if Your Honor please, those papers will speak for themselves.

Trial Examiner Batten: I thought you were going to ask her about the people who received more.

Miss Weyand: Well, if there is anyone— We have discussed Ted Scoles and—

Trial Examiner Batten: You are now turning the pages, and saying, "There is no one on this page?"

Miss Weyand: I want to show that the witness is aware of what this pay roll record of the time workers shows when she answers the questions which I intend to ask her in reference to the few workers who received more than \$100.

Mr. Reed: She can ask that without going through this pay roll.

Trial Examiner Batten: Proceed.

[fol. 3641]. Miss Weyand: She has stated before she was unacquainted with the exact salaries of many of the employees during this period, as I recall, and I want her to have in mind exactly who was receiving more than \$100, for this line of questioning.

By Miss Weyand:

Q. There is no one on page 4805?

A. No.

Q. 4806?

A. No.

Q. On 4807 there is one person receiving more. Who is that person?

A. Oscar Steinborn.

Q. Does it appear on the face at all why he received more than \$106?

A. They mention there is some overtime.

Q. Noticing the number of hours listed, 100 hours—

A. That couldn't all have been overtime.

Q. That would probably—or would you know what that is? Would that be his total normal time plus overtime, or would you know what that 100 hours meant?

A. I really have never had anything to do with getting up a pay roll.

Q. Do you know Mr. Oscar Steinborn?

A. I know he is one of our cutters.

Q. I notice there he is listed under "Designing-Patterns."

A. He is one of the ones that probably at times comes [fol. 3642] up to do grading work.

Q. How long has he been working for the company?

A. I don't know.

Q. Is he an old employee?

A. Not as old as some.

Q. Was he working at the plant prior to January 1, 1935?

A. I don't know.

Q. Do you know Mr. Steinborn personally?

A. I know him to speak to him when I see him, yes.

Q. And you know what he does around the plant generally?

A. I really don't. I have seen him in meetings I have had with cutters.

Q. Does he do cutting work?

A. I classify him in my own mind as a cutter.

Q. What does he do?

A. I don't know, to be absolutely sure.

Q. There is no other person on page 4807?

A. No.

Q. 4808?

A. No.

Q. On page 4809 we have a whole row of persons, this being the buying records department.

Mr. Reed: The what?

Miss Weyand: The buying records department.

Mr. Reed: Of course, I can't hear counsel if she stands [fol. 3643] right over the witness and between me and the witness.

Miss Weyand: I am very sorry. I will try and speak louder. If you do not understand me on any occasion, just ask me and I will repeat what I said. I am thoroughly sorry if I do not always make myself plain.

By Miss Weyand:

Q. Do you see the name of any employee on that page with whose duties at that general period you were not acquainted?

A. I see a number of employees that did their work under the direction of Mr. Baty. Some of them are designers.

Q. Will you name specifically which ones, instead of saying "some" when you refer to them?

A. Lillian Marrs was a designer; Yolanda Haines was a designer; Nellie Kraft was a designer; Gertrude Cain,

a designer; Florence Strickland, pattern maker; Marvin Price would be in the maintenance department; Ella Mae Hyde was the personnel director; Lulu Nichols works on piece rates; Katie Schleicher works on making the original cost cards; she does that work herself.

The designers and Florence Strickland, Lulu Nichols, and Katie Schleicher all work on the 9th floor, and on that floor I am more familiar with what these workers actually do.

Marvin Price, Lena Tyhurst, Anna Wherry, and Herb Fountain all worked entirely in the plant and under Mr. Baty's direction, and I would not be able to tell what their [fol. 3644] duties were from day to day and what their activities were in the production of the merchandise.

Q. The next page, 4810, there are two persons who make over \$100. Are you acquainted with those two persons and their duties?

A. Derrien Riley is in our New York office, and Pauline Hartman is in the accounting division. I don't know what they actually do. Neither one of them have ever been under me directly.

Q. On page 4811 there is no one making over \$100?

A. No.

Q. On page 4812 there is no one making over \$100?

A. No.

Q. I believe of the persons making over \$100—I want you to correct me if this is not correct—Robert Eckart is the only person whose position and duties you do not know?

A. Well, the ones I have gone over there, I told you I don't actually know what their duties are from day to day.

Q. You do not know who they are at all? A. Yes.

Q. Do you know who Robert Eckart is?

A. It comes back to me now—I believe he was one of the men we employed as a watchman at the time we had to close our lobby because we were afraid of pickets coming in and sitting down in the lobby. That is my remembrance.

[fol. 3645] Q. Do you know Barbara Eckart?

A. I know—

Mr. Langsdale: Pardon me. Let me get that date. July 1 to July 15?

Miss Weyand: That is the date at which he appears on the pay roll at \$112, which we were discussing.

Mr. Langsdale: That was after the injunction was issued against any picketing.

The Witness: I said I believed he was a watchman we employed in the building. He was a watchman we employed in the building for a while.

Trial Examiner Batten: The question now is, do you know who Barbara Eckart is? Is that correct, Miss Weyand?

Miss Weyand: Yes.

A. I know Barbara Eckart works at our place.

By Miss Weyand:

Q. Do you know how long she worked at your place?

A. I really don't know. I believe quite some time.

Q. Was she working there prior to January 1, 1935?

A. I would say that she was. That would be my remembrance.

Q. Is she Robert Eckart's wife? A. I don't know.

Q. Looking at page 4786, do you see Robert Eckart's name thereon? A. I do.

[fol. 3646] Q. What department is he there listed under?

Mr. Hogsett: Objected to because the document is the best evidence.

Trial Examiner Batten: You may tell us.

A. The heading on that page says "Accounting Department (Continued)."

By Miss Weyand:

Q. Was Mr. Robert Eckart ever in the accounting department, to your knowledge?

A. Not to my knowledge.

Q. Do you know of any reason why he should be listed on the pay roll, assuming he was so listed, in the accounting department? A. I do not.

Mr. Langsdale: Would you mind calling attention to the date, Miss Weyand?

Miss Weyand: This is the pay roll. June 1 to June 15, 1937.

By Miss Weyand:

Q. That is correct, isn't it, Mrs. Reed?

A. Yes, that is what is on the page here.

Q. Calling your attention to page 4794, do you see Robert Eckart's name thereon? A. Yes.

Q. You notice he is again listed in the accounting department, do you?

A. I notice that the heading at the top of the page says [fol. 3647] "Accounting Department (Continued)."

Q. And that is the pay roll period June 16 to June 30, 1937; is that correct?

A. That is correct.

Q. Was Mr. Eckart in the accounting department at that time? A. Not to my knowledge.

Q. Do you know of any reason why his salary should have been carried under the heading of "Accounting Department," if it was so carried, at that time?

A. I do not.

Q. In January 1935, did your employees have any organizations limited to employees of the plant?

A. I don't know much about the organizations. They had a number of organizations in the plant as far back as I can remember.

Q. What organizations did they have in January 1935?

A. I don't believe I could remember them. I just never bothered about their organizations.

Q. Do you remember the name of a single organization which they had in January, 1935?

A. They had an athletic association for a great many years.

Q. Was it in existence in January, 1935?

A. I am very sure it was.

Q. Was there any other organization of your employees in January of 1935?

[fol. 3648] A. I am not definitely sure about the date. I am not very good at remembering dates. I don't know exactly.

Q. Can you state whether there was or was not any other organization in January of 1935 than the athletic association?

A. There was a—what do they call themselves? Pioneers. We have had the group of Pioneers for a number of years, I believe.

Q. What kind of an organization is that?

A. That is a group of the employees who have been employed at my place 15 years or over.

Q. Did you have any organization at your plant in January, 1935, in addition to the athletic association and the Pioneers?

A. I have never had any organization at my plant of employees.

Q. Did any organization of employees exist at your plant, other than the Pioneers and the athletic association, in January of 1935?

A. When you put that date of January, 1935 in, I can't be awfully sure, Miss Weyand, of any others.

Q. Do you know the name of any other that you know did exist at that time?

A. To say just what existed in 1935, right at this moment I can't recall definitely. I know the athletic association has been there for a great many years, so I could say I know that was there in 1935. And I know the Pioneers were organized then. But what other ones were organized—you see, that's seven years ago—I might not be sure.

[fol. 3650] By Miss Weyand:

Q. Mrs. Reed, I show you Board's Exhibit No. 2, which is record pages 4361 to 4364 inclusive, of the Circuit Court of Appeals record in this case. I would like to have you read this sufficiently to tell me if you ever saw or read it before.

A. I know that I never have seen this copy or original document before.

Q. That includes all four pages there, does it not?

A. I haven't read the others; I have read this front page, and I know I have not seen this copy or read this [fol. 3651] copy, nor have I ever read anything with this information in it. The same is true of pages 4362 and the same is true of 4363. The same is true of 4364.

Q. Do I understand your testimony to be that you have never read those four pages, nor the articles therein contained, prior to your reading them here on the witness stand here, today?

A. You may understand that, because that is a fact.

Mr. Langsdale: Pardon me. Is that Board's Exhibit 2?

Miss Weyand: Yes.

By Miss Weyand:

Q. Did you know, prior to today, that the Athletic Association published a news letter, news sheet?

A. I don't remember the Athletic Association publishing a news sheet.

Q. Did you ever hear of their issuing anything of the sort that purports to be?

A. I know I have never seen any of those papers until I read them today; and never read what was in them.

By Trial Examiner Batten:

Q. Do you know they issued one, some sort of a bulletin?

A. I have some faint remembrance that the Athletic Association may have gotten out some sort of a bulletin, but I have no remembrance what it was; but I do know from the context, what is in these pages, I have never read them before, because there are certain things I know [fol. 3652] if I had ever seen I would have remembered, and I know that I have never seen those papers before.

Q. Did the Donnelly Garment Company furnish the Athletic Association facilities for the printing of notices or other matters which it might wish to issue?

A. Not to my knowledge.

Q. Calling your attention to the left-hand column on Board's Exhibit 2, page 4362 of the Circuit Court of Appeals record,—

A. (Interrupting). Which column do you mean?

A. This column. Will you state whether or not you know of the existence of the clubs therein named?

A. I do not know of the existence of those clubs, and I didn't know that they ever existed.

Q. Did you ever hear of a Twilight Club, prior to reading that today? A. I did not.

Mr. Hogsett: What possible difference would it make if she did or did not? I object; it is immaterial.

Trial-Examiner Batten: I overrule the objection; the answer is necessary.

By Miss Weyand:

Q. Was there a T.N.T. Club?

A. I never heard of it.

Q. Was there a Wanee Club?

A. If there was, it existed without my knowledge.

[fol. 3653] Q. Directing your attention to the second column, was there a Whiz Bang Club?

A. I never heard of it before.

Q. Was there a Three Star Club?

A. I never heard of it.

By Trial Examiner Batten:

Q. Did you ever hear of any of those listed there?

A. No. They are entirely new names. I never heard of them.

By Miss Weyand:

Q. Directing your attention to the fourth column, which pertains to the Loyalty League, will you read that article, and state which of the facts or statements therein made had come to your attention prior to your reading thereof today?

Mr. Reed: That is not a fair question.

Trial Examiner Batten: Well, why don't you ask the witness, Miss Weyand, whether any of these particular matters ever came to her attention? I think that would save time, rather than having her read it and then let her pick them out.

By Miss Weyand:

Q. Did 900 persons join the Loyalty League in February of 1935?

A. If they did, I haven't any knowledge of it. I have no way of knowing that 900 people joined the Loyalty League.

Q. Do you know how many people joined the Loyalty League?

[fol. 3654] A. I do not.

Q. At any time?

A. I do not.

Q. Do you know whether a majority of your employees at any time were members of the Loyalty League?

A. I do not.

Q. Were you ever informed that a majority of your employees were members of the Loyalty League?

A. I was not.

Q. Did a group of your employees meet at the home of Mrs. Gray on February 5, 1935, to discuss forming a league?

A. I have no knowledge of that meeting.

Q. Was a mass meeting of your employees held February 8th for the purpose of forming a Loyalty League?

A. I do not know.

Q. Did each of your departments have a representative in the Loyalty League?

A. I have no knowledge of anything about the formation or the organization of the Loyalty League.

Q. I don't think you answered the question.

Miss Weyand: Will you read the question, please?

(Question was read by the reporter.)

A. I do not know. I was never so informed.

By Miss Weyand:

Q. Was Herbert Mutchler a chairman at one time, of the Loyalty League?

[fol. 3655] A. I really do not know.

Q. Did the Loyalty League have a Loyalty pin?

A. I don't know.

Q. Did the Loyalty League have any sort of a pin?

A. I don't know. I seem to have some remembrance of a discussion about a pin, but I wouldn't know. I wouldn't have any actual knowledge.

Q. Did you ever seen an employee wear a pin which bore the word Loyalty?

A. Right at this instant I don't remember.

Q. Do you recall ever seeing such a pin?

A. I recall having seen some sort of a pin, but just at the instant I don't recall it to mind.

Q. In recalling some sort of a pin, do you have reference to a pin of an organization of your employees, that was worn by employees?

A. My employees often wear many pins.

Q. This recollection that you speak of, can you be more specific what you recall about a pin?

A. The Pioneers wear a pin.

Q. What other pins are worn around the plant?

A. I don't specifically recall.

Q. Do you recall any pin other than a Pioneer pin being worn around the plant?

A. I don't recall definitely. I have a faint recollection [fol. 3656] of a pin, but I can't remember the form or really much about it.

Q. The pin of which you have a recollection, is the one of some organization of your employees?

A. I don't call to mind in a definite way a pin. I have heard discussions of a Loyalty pin, or a pin with the name Loyalty on it, but I don't remember that it was ever brought to my particular attention.

Q. Was such a pin sold to employees around the plant?

A. Not to my knowledge.

Mr. Hogsett: If the Examiner please, I object to this line of questioning as being wholly immaterial, and not having the remotest infinitesimal value, whether proving the Doanally Garment Company dominated a garment union. It has not even a faint tendency to prove that. We are all sitting here, wasting the time of the government, and every individual in this room, to no purpose at all, listening to such examination.

I know that Your Honor, and I think I might say that it is commendable—I know that you have been liberal in the examination in chief and in cross of this witness, for the reason, I think, that was commendable and a proper thing to do, but there must be a limit.

Mr. Langsdale: Of course, I am sure that the Examiner is not going to be impressed by the constant use of superlatives.

[fol. 3657] tives and words like infinitesimal, and all that language that Mr. Hogsett is using. It is unfortunate that he was not here when this other testimony was given, that everybody wore a Loyalty button, and everybody belonged to it, except Mrs. Reed and Mr. Baty, everybody over the entire plant. It was organized for keeping the I.L.G.W.U. out, and the Board so found, and it has been admitted by counsel that was the reason.

For him to get up and say that it is immaterial, in all charity I say that was due to the fact that he wasn't here, and doesn't know what the record says about the Loyalty League.

For Mrs. Reed, who was claiming to be in close touch with this factory, to swear that she didn't know that 900 people were wearing that Loyalty badge around over her plant, day in and day out, to me, is some of the most important testimony that we have had in here.

[fol. 3658] Trial Examiner Batten: Well, I am going to pursue the same policy I have consistently followed, unless I feel that it is entirely beyond any matter which we covered in the original hearing, and there was a great deal of testimony in the first hearing concerning the Donnelly Loyalty League. I will permit you to continue, Miss Weyand.

By Miss Weyand:

Q. When did you first hear of the Loyalty League?

A. I don't remember.

Q. When you heard of it, had it been in existence for a month?

[fol. 3659] A. I don't know, Miss Weyand. To me it was just another club of the people down there, and they had been having clubs of all different sizes and names, and I just can't really remember; I didn't pay any great amount of attention to it. They had a pin — if they had a pin it must have been a rather small one. I don't remember it being made, or anyone coming up showing me their pin. I don't say that they didn't wear them, but I say right at the present moment I don't have in my mind a picture of a Loyalty pin, with Loyalty on it.

Q. Can you give us an approximation, in terms of days, weeks or months, that the Loyalty League had been in existence when you first heard of it?

A. I really can't.

Q. You have no idea whether it was a year later?

A. Oh, I probably heard of it sooner than that.

By Trial Examiner Batten:

Q. Do you know when you first heard of it?

A. No, I really don't, Mr. Batten. At times, down at that place, I have been so pressed, when I have left there at six or seven o'clock I hardly know my own name, and I would not be bothering about little organizations that my employees have.

By Miss Weyand:

Q. Did your employees ever have an organization prior to the Loyalty League, that embraced all of the employees [fol. 3660] of your plant?

A. I do not know.

Q. Did the Loyalty League hold meetings in the building in which your plant was located?

A. I don't know. In 1935 I didn't rent all of the floors in this building.

By Trial Examiner Batten:

Q. The question is, do you know whether they held meetings in the building?

A. I don't know.

Q. The building in its entirety?

A. I don't know whether it was floors that I didn't rent.

Q. I presume the entire building, whether you rented it or not?

A. I don't know where the Loyalty League held their meetings.

By Miss Weyand:

Q. Did they ever hold a meeting in the building in which your plant was located, so far as you know?

A. I don't know, to my own knowledge.

Q. Did you ever hear of it?

A. In a general way, I have heard it discussed, but I don't know of my own knowledge that they held a meeting in that building.

Q. Has your knowledge been sufficient upon which to form a belief as to whether meetings were held or not [fol. 3661] held in the building in which your plant was located?

A. No.

Q. What information did you receive, which you have referred to, in saying you had some knowledge but not enough to form a belief?

A. I didn't say I had some knowledge.

By Trial Examiner Batten:

Q. What information did you have about it, Mrs. Reed?

A. Oh, I don't know. I remember some place I heard it discussed. Really, Mr. Batten, I couldn't say where I heard they had their meetings.

Q. Could you say what you heard?

A. I couldn't even say that. I have a vague idea, but I don't even know whether they held it there or if they were charged with holding it there. I have no information or definite belief in my own mind whether they did or not.

By Miss Weyand:

Q. Prior to March 18th, 1937, was there ever a meeting of all of the employees of your plant, held in the building in which your plant is located?

A. There was one or two political meetings held there. Miss Perkins spoke in a vacant room in my building, to my employees, both in '32 and '28.

Q. In addition to those two meetings, were there other meetings of your employees in your plant?

A. I don't remember specifically. We used to have style [fol. 3662] shows, and whenever I had room enough, I always invited all my employees to see the new style show to the salesmen, and I believe a few times we had the room so that everybody could come.

Q. Aside from those instances, were there ever meetings of all your employees in the plant?

A. Not to my knowledge; I don't know.

Q. At these style shows were there speeches made to your employees? A. No.

Q. Did you ever speak to your employees at the style show?

A. I didn't ever speak to my employees especially. At style shows I usually had a number of buyers from dif-

ferent parts of the country, and I had my salesmen, and I used to make a little talk, I didn't call it a speech.

Q. Did your talk on any occasion include labor matters?

A. No.

Q. Did Senator Reed ever speak at these meetings?

A. No.

Q. He never spoke at any of the style shows at which your employees were present, in your plant.

A. No. When you mention it now, when I was asked by some candidate to make a political speech at noon to my employees, I said I would be willing to do it, if we could [fol. 3663] invite some one from both parties. I don't remember who asked me to have their candidate speak, but I know that there were candidates from each party, and I believe that the one speaking for the Democrats asked that Mr. Reed introduce them, and I have some remembrance that he did that.

Q. Did he make any remarks pertaining to labor relations, in his introduction?

A. I am sure that he did not.

Q. How were these meetings called?

Trial Examiner Batten: Which meetings.

Miss Weyand: The style shows and political meetings to which she has referred.

A. Of my own knowledge I don't know.

By Miss Weyand:

Q. How were the employees notified of the meetings?

A. I just said that I do not know of my own knowledge.

Q. I am sorry. I didn't know that notified might include called. I thought there might be a difference in your mind, between notifying and calling. I didn't mean to ask you the same thing you answered.

All of the meetings you have described were called by the management, were they not?

A. I would say that the meetings were called—I would say that on the style shows, when I had the style shows and where I had room, I invited the people in the plant to [fol. 3664] come. Nobody had to come, but they were invited to come and see the style show, and the same way with the political meetings. No one had to come, but they were invited to.

By Trial Examiner Batten:

Q. I presume the management, whoever that is, probably made the arrangements for the political meeting? I mean by that you at least advised the candidates and the style show, of course, the company organized and planned both of those types of meetings?

A. But no one was told they had to come to a style show.

Q. No, I didn't mean to imply that.

By Miss Weyand:

Q. Did these meetings occur during working hours?

A. The meeting for Miss Perkins occurred during working hours.

[fol. 3665] Q. On the latter occasion, or the first occasion, or both?

A. Both occasions, as I remember it.

Q. Did any of the other meetings occur during working hours?

A. The style shows—I don't remember what time we had the style show, but it would seem like it would be partially during working hours.

Q. Were the employees docked in their pay for attending the meeting you have described?

A. For a good many years there was no time-worker docked for any time they lost in my plant.

Q. Were they docked for these meetings?

A. Not with my knowledge or consent.

Q. Was any arrangement made to pay the pieceworkers the average rate of pay or some other pay for the time they spent at these meetings?

A. I know the two times they spent at the meetings to listen to Miss Perkins they were paid.

Q. Were they paid on any other occasions?

A. I don't remember that they were.

Q. On the two occasions on which you remember they were paid, was a record kept of who attended the meetings, and just those girls paid, or—

A. Well, in those two instances—

Mr. Reed: Now, it does seem to me that this is very far [fol. 3666] afield. Miss Perkins came here, did I understand, in 1932—

The Witness: Yes, she was the Labor Commissioner in New York State, and I thought my girls would like to hear her talk. I had met her and thought she was an attractive, clever woman, and—

Trial Examiner Batten: Was she Labor Commissioner of the State of New York, Mrs. Reed? She was head of the Board of Public Welfare, wasn't she?

The Witness: Well, didn't Al Smith have something to do with—

Trial Examiner Batten: I don't know. But she was head of the Board of Public Welfare.

But, do you know, Mrs. Reed, if records were kept on those occasions of who attended and whether they were docked in pay for it?

The Witness: Not of my own knowledge. My impression is that everybody went, and then at the end of the week— We never have checked things awfully tight down there, not until the Wage and Hour Law came along.

Trial Examiner Batten: It wasn't your intent, anyway, that they should be docked for that?

The Witness: No.

By Miss Weyand:

Q. Was any meeting called by the employees, in which the management did not participate, held in your plant prior to March 18, 1937?

[fol. 3667] A. I don't know. If the management didn't participate in it, I wouldn't be asked, and I wouldn't know of my own knowledge.

Q. The question is, did you know?

Mr. Reed: I submit, that is answered.

Trial Examiner Batten: Well, do you know of any such meeting, Mrs. Reed?

The Witness: Not of my own knowledge.

By Miss Weyand:

Q. Have you been informed there were such meetings?

A. Not in such a way that I could swear there were.

Q. In what way have you been informed?

A. Oh, in hearsay.

Q. What did you hear in that regard?

A. I couldn't state exactly what I heard.

Q. Could you give us the general substance of what you heard?

A. No, I couldn't. I have the general impression that it is said there was a meeting of employees in the same building that we occupy. My impression is, they held the meeting on a floor that we were not renting at the time.

Q. Do you know the approximate date of this meeting which you heard about?

A. It would be in the spring of 1937.

Q. Prior to March 18, 1937?

[fol. 3668] A. No. After that.

Q. Did you hear of any meetings prior to March 18, 1937?

A. I have no clear understanding of that, of any meetings held before that.

Q. What understanding do you have?

A. I have no understanding of it.

Q. I wish to show you I. L. G. W. U.'s exhibit No. 10, being pages 5961 to 5974, inclusive, of the Circuit Court of Appeals record.

(Addressing the Trial Examiner) Do you wish to see what I am showing her?

Trial Examiner Batten: No. I will look at it later.

Q. (Continuing) I wish to direct your attention, specifically to the last page thereof, being record page 5974. You will notice it bears the date March 5, 1937.

A. I do.

Q. Was that page ever presented to you?

A. I don't remember.

Q. Will you look at the other pages and state whether they were presented to you?

Trial Examiner Batten: What is that, that petition?

The Witness: Yes. I am going to examine all of these papers that come to me now very carefully. (Looking through pages indicated above.) I want to be sure there hasn't been anything funny slipped in here. (Continuing [fol. 3669] examination of pages above indicated.)

Q. You have examined pages 5961 to 5973, inclusive, and acquainted yourself sufficiently therewith to state to me whether those were the pages presented to you on March 2, 1937?

A. They look like the pages that were presented to me—photostatic copies of them.

Q. Could you tell, as to each page, whether it was or was not presented to you?

A. If someone wanted to take them out of the record and recopy them, it probably could be done. I couldn't tell you that every single name on here is just as it was. I don't remember every name and every girl's signature. I couldn't identify it to that extent. I would have to have confidence that it was put in here in good faith—

Trial Examiner Batten: As far as you can tell, it appears to be photostats of the petition you received; is that correct?

A. As far as I can tell, it appears to be a photostatic copy of the petition that was received by me, yes.

By Miss Weyand:

Q. Did you ever see page 5974 before?

A. I don't remember.

Q. Did you know that some girls signed a page after the other pages were presented to you?

A. It is my understanding they did.

[fol. 3670] Q. What information did you have on that subject?

A. Merely an understanding. I don't know exactly how I arrived at it.

By Trial Examiner Batten:

Q. What was your information, Mrs. Reed, about it?

A. Well, I simply— If you ask me now— This happened back in 1937, five years ago. I don't know how I arrived at it.

Q. Did you know there were some girls that signed later?

A. Yes, I have heard of it. But I don't remember how these other names were handed to me, if they were.

Q. Well, do you remember anything about it, any of the details at all?

A. I remember in hearing our cases discussed that this was discussed, but I don't remember the details about it, Mr. Batten.

Miss Weyand: Did you, at the time, know that some girls signed subsequent to the other girls?

Mr. Hogsett: That has been answered within the last 10 minutes three times—at least three—I think maybe four.

Miss Weyand: I want to refer to prior to the arising of the Labor Board hearing and the discussion thereof which her last answer dealt with. I want to know whether she heard of it prior to that discussion.

By Trial Examiner Batten:

Q. I think you said in answer to me, Mrs. Reed, that in [fol. 3671] the discussion of these cases you heard something about it?

A. Yes.

Q. Prior to the time any of these cases started, do you recall whether you heard about a number of girls signing it after March 2?

A. I recall hearing about it, but for me to place a time, Mr. Batten, of just when I heard about it and who told me, I can't do that.

By Miss Weyand:

Q. Did you ever receive a sheet of that nature subsequent to the presentation of the main bulk of the petition?

A. At this instant I don't remember specifically, although the sheet must have come to me, because it is here with these other sheets. Now, when and just who presented it to me, I don't remember.

Q. Will you read it over and see, after reading over the names thereon and the substance thereof, whether you remember receiving that?

A. Well, I said that I don't remember the specific time that I received it or the circumstances under which I received it.

Q. Did you see that sheet?

A. I saw this sheet, yes.

Q. Was the time at which you saw that sheet sometime [fol. 3672] in the spring of 1937?

A. I would say it was.

Q. Can you state in any general terms the nature of the duties of the persons whose names appear on that sheet?

Mr. Reed: What sheet?

Miss Weyand: The last sheet we are discussing, dated March 5, 1974.

A. Most of them are instructors. There is one man from the cutting department whose name I recognize, John Ferretti. Heath Cowan would not be an instructor. Is that Jennie Mudd (indicating on sheet)?

Miss Weyand: Jessie Mudd, I believe, is the name.

The Witness: I don't remember Jessie Mudd ever having been an instructor.

By Miss Weyand:

Q. Did you give instructions to Anna Wherry, Lena Tyhurst, or any of the other persons whose names appear on that sheet, as to the attitude they should take in regard to labor organizations?

A. I did not.

Q. Did you issue any instructions to your supervisory personnel as to whether they should be neutral in labor matters?

A. I did in the discussions with Mrs. Reeves and Mrs. Hyde say that we should be absolutely neutral, and if a girl wanted to join a union, that was her own affair and we [fol. 3673] were to keep completely out of it.

Q. Did you give such instructions to Anna Wherry?

A. Mrs. Reeves would have given instructions to her, probably.

Trial Examiner Batten: The question is, did you?

The Witness: I don't remember specifically ever giving any kind of instructions to Mrs. Wherry about her attitude or about the union. I don't remember ever discussing any union activities with Mrs. Wherry.

By Miss Weyand:

Q. Did it ever come to your attention that Mrs. Wherry or Lena Tyhurst had ever expressed themselves as opposed to a union? A. It did not.

Miss Weyand: I will withdraw the question and ask [fol. 3674] another question.

By Miss Weyand:

Q. Did it ever come to your attention that any supervisory person expressed an antiunion attitude?

A. Not that I can remember of, ever.

Q. Did you ever hear of Herb Fountain making any statement of an antiunion character? A. No.

Q. Did you ever criticize Anna Wherry, Lena Tyhurst, or Herb Fountain for having signed the statement which appears at the top of page 5974?

A. I have already said I don't recall of my own knowledge of this being put in my hand.

[fol. 3676] By Miss Weyand:

Q. Did you consider that petition notice to you that the employees in your plant who signed the petition did not want you to deal with any union?

A. With any outside union, is the way I really felt about it. At that time the only union that was on the horizon was the I. L. G. W. U., and it was an outside union.

Q. Did you have any reason, other than the fact that the only union then on the horizon was the I. L. G. W. U., to assume that this notice referred to the I. L. G. W. U., rather than it meant that the employees did not want to [fol. 3677] deal with any union of any kind?

A. At that particular time Mr. Perlstein and Mr. Dubinsky were making statements in the newspapers about how they were going to force me to sign a contract. They appropriated \$100,000 to use to force me to organize my plant, and they had said they were going to start to boycott my goods, and I had every reason to believe that my employees feared that I might acquiesce and sign a con-

tract that would force them to join that union, because that had been the practice. That had happened in Kansas City and many other places.

Q. You did not feel that this statement referred to any other union that might come along except the I. L. G. W. U. union? A. I did not.

[fol. 3678] Miss Weyand: Were any instructions ever issued from your plant to the instructors, directing them to maintain a neutral attitude in labor matters?

Mr. Reed: I object to that, because it is no employer's business to issue instructions to its employees that they must be neutral. The employees have the right to contend for the union they prefer and to battle the question out between themselves, and the employer has no right to interfere and demand that they shall stand neutral. That certainly is the position occupied by the I. L. G. W. U. They claim the right to fight amongst themselves or all who oppose them and to get out with clubs and razor blades and red pepper and attack people who don't belong to their union. What duty is there, anywhere, to go around amongst the employees and instruct them "You must be neutral."

What duty is there, anywhere, to go around amongst the employees and instruct them, "You must be neutral"?

Trial Examiner Batten: Mrs. Reed, have you ever issued any instructions to instructors that they were to be neutral in this union matter?

A. I never issued any instructions, no.

Miss Weyand: Did anyone else in the plant issue such instructions?

Trial Examiner Batten: As far as you know.

A. Not to my knowledge.

Trial Examiner Batten: As far as you know, no one ever did? A. No.

Miss Weyand: Did you ever issue a statement to the [fol. 3679] employees in your plant, that you did not care whether or no they joined a labor organization?

A. I made a statement something to that effect at one time in a meeting.

By Miss Weyand:

Q. What meeting are you referring to?

A. A meeting on March 18th.

Q. Did you take any steps to make certain that notice came to all of the employees?

A. I made a statement to that effect, to a large meeting of my employees.

By Trial Examiner Batten:

Q. Outside of making the statement at the meeting, did you take any further steps thereafter in that matter, Mrs. Reed?

A. They all heard what I said.

Q. Everybody at the meeting heard you?

A. Yes, heard what I said.

Miss Weyand: Were there employees employed in your plant who were not present at that meeting?

Trial Examiner Batten: I don't presume you know, do you? A. No, I don't know.

By Miss Weyand:

Q. Do you know whether a majority of your employees were present at that meeting?

[fol. 3680] A. No, I do not know how many, but a great many.

Q. Did the employees in the office force attend that meeting?

A. I don't know which employees attended that meeting, Miss Weyand.

Q. Were there employees in the plant who continued to work while that meeting was being held?

A. I don't know that. My remembrance is, that meeting was very late in the afternoon, because I remember very specifically that I was going to Florida that night, and I was downtown with Miss Frances, shopping, in the afternoon, and I simply stopped in the afternoon to see if anything of any great importance had come up or any mail had come in of special importance, and the meeting must have been at five o'clock, when I got down there.

Q. Were the employees present there at the meeting wearing uniforms?

A. A number of them were. I don't remember specifically how they were dressed. My plant employees do [were] white uniforms.

By Trial Examiner Batten:

Q. You thought some of them were wearing uniforms?

A. If this hadn't come to my attention, I don't think I would have thought about it. I didn't think about it.

Q. Is that your recollection?

[fol. 3681] A. I don't remember.

Q. Then, Mrs. Reed, when you are asked these questions and you don't remember, say you don't remember.

A. The first thing I was thinking of, naturally, Mr. Batten, my plant employees do wear white uniforms, and, it being time to go home in the evening, some of them may have changed or they may not.

At the time I wasn't thinking how they were dressed, so I don't remember whether they were wearing uniforms or not.

Q. I would suggest that you give some thought to these questions, because after all that is the reason you are here, to answer these questions.

A. I have been on the stand about five hours, and I am tired.

Q. Irrespective of that, I would suggest that you give thought to these questions, and take your time.

A. All right. Thank you.

Q. And don't proceed to make an answer, and then make the statement later that you don't remember. I would think about the question first.

A. Well, thank you very much.

By Miss Weyand:

Q. Do instructors in your plant wear uniforms?

[fol. 3682] A. They wear white dresses.

Q. Is the uniform in your plant something other than just a white dress?

A. In the last few years, that is the case. Originally I had a specific uniform, and the styles changed, and the girls didn't want to wear that, because it became old-fashioned, so I said, "Wear anything that you want to, just so it is white."

By Trial Examiner Batten:

Q. That is, the operators could make their own choice, as long as it was white? A. As long as it was white.

Q. And it doesn't follow one absolute uniform?

A. Originally the operators wore a specific uniform, and the instructors wore a different uniform, and at the present time they all wear white dresses, of any style that they want to.

[fol. 3686]

Proceedings.

Trial Examiner Batten: The hearing will be in order. I think we will proceed. I want to say that I have reviewed the record of, I believe, August 6th ~~was~~ the date that Board's Exhibit 32-A, B, C, D and E was introduced, and after reviewing that record, I see no need of changing the ruling which I made with respect to it, unless counsel feel that further consideration should be given my decision at that time.

In other words, at that time I struck out everything pertaining to Board's Exhibit 32-E, and those questions which related to an application of any of those pages.

I might say it was my intention to strike out all that testimony except the received exhibits and the identification of Mr. Green's signature. I think, in substance, that covers my ruling. If there is any question about it later, you may review that and then let me know whether or not you think that clarifies it sufficiently.

[fol. 3688] Miss Weyand: I would like to ask if counsel for the company have secured the accurate pay roll at this time, and will state what, if any, corrections they desire to make in Board's exhibit No. 28. I hesitate to go ahead examining the witness unless there is some agreement that we can assume it is correct.

Trial Examiner Batten. Miss Weyand, I said we will proceed on the assumption that it is correct. It is in the record, and it was stipulated, and unless some action is taken by one of the parties to make a motion or take some step to correct it, we will proceed on the assumption that the record is correct.

Mr. Langsdale: Mr. Examiner, it appears to me, if they have in mind taking any steps to change it, they ought to do it right away, instead of waiting two or three days, until after the examination has taken place on the one that is assumed to be correct, and then having Miss Weyand [fol. 3689] go back over the other one.

Trial Examiner Batten: I am not going to initiate any action to change the record. The record stands. It has gone through the hearing, it has gone through the Board, and it has gone through the Court, and as far as I am concerned, I will accept the record as it is.

Mr. Langsdale: But, representing the I. L. G. W. U., I am saying they shouldn't wait until Miss Weyand is through with her examination and then come out and say the examination isn't correct.

By Miss Weyand:

Q. Do you know how long the meeting of March 18, 1937, had been in progress when you first learned of it?

A. I do not.

Q. Who told you there was such a meeting?

A. There was a small group of employees came to my office and told me there was a meeting in progress.

Q. Was Frances Strine in your office when they came?

A. Mrs. Strine is my secretary, and she may not have been in my office. She probably was near.

Q. When employees desire to see you, do they first go to your secretary and arrange an appointment or ask to be allowed to see you?

[fol. 3690] A. Generally speaking.

Q. Is that the usual procedure?

A. It is the usual procedure, but there is no strict rule to that effect.

Q. Can they walk into your office without first making an appointment and receiving permission from your secretary?

A. They could.

Q. Do they?

A. On occasions I have someone come into my office.

Q. How frequently has that occurred since January, 1935?

A. I couldn't say how frequently. Perhaps someone might be on the 10th floor and in going by my office, if my office door was open and they had something they wanted to say to me, they might just step in and say it.

Miss Weyand: Is the door to your office one that leads into an outer reception office, or is it directly connected [fol. 3691] with the main part of the building?

Mr. Reed: Now, Mr. Examiner, I have to object. This is a mere consumption of time. What difference does it make where her office door leads, or how many minutes it is open during a period of six or seven years? I can't see the reason for questions of this character.

Trial Examiner Batten: Well, Senator, as I have indicated before, I am not going to attempt to limit the examination at this point in any way. Whether it is material or not, I presume will appear. I don't suppose I can ask any of counsel on preliminary or introductory questions just the purpose.

I will permit you to proceed, Miss Weyand.

A. There are two doors in my office. One of them is on the main aisle in the office and one of them is a side door, where there isn't an enclosed room, but about the amount of space of an ordinary enclosed room, where Miss Frances's desk is.

By Miss Weyand:

Q. Do you remember what arrangement you made to [fol. 3692] take Miss Frances to the meeting of March 18, 1937?

A. I don't remember exactly what I said, but I indicated to her—I asked her to come along and take notes of what I would say.

Q. Where did she sit at the meeting?

A. I don't know exactly where she sat.

Q. Was it on the platform in front or down amongst the audience?

A. I don't recall exactly. I am pretty sure it wasn't on the platform, but it must have been very nearby.

Q. Did you direct her to take down merely the remarks you made, or all of the remarks made at the meeting?

A. Remarks I made.

Q. Who introduced you to the meeting?

A. My remembrance is that Miss Todd said I did not need an introduction, or something to that effect. There was no speech made, that I remember of.

Q. Was Miss Todd presiding at the meeting?

A. To the extent that she said I didn't need an introduction, or—I think she said something along that line. That would be as far as I know, because there were no other—nothing else. There was no one else spoke while I was there. As soon as I came in there I went up to the platform, and Miss Todd then made whatever remarks she made—I don't remember—and then I started talking.

[fol. 3693] Q. Was Miss Todd on the platform when you arrived?

A. I don't remember for sure, but she probably was. I couldn't say she wasn't.

Q. Were the audience in their seats, or did it appear that the meeting had not yet begun?

A. I can't remember exactly. There were a number of people already there, but to say whether the meeting had already begun, I don't know.

Q. You say a number of people were already there. Could you give us some estimate of whether there were 100, 500, or 1,000?

A. I couldn't estimate it, but it seemed like—the room seemed to be about full.

Q. How large a room was it?

A. Our rooms down there are—I think there's approximately—There is a gross square footage of 10,000 feet, but—

By Trial Examiner Batten:

Q. You mean on the floor?

A. I mean on the floor, but elevators and lobbies, and all of that, are off of them.

Q. Was this meeting held in a room in which—The entire floor was one large room, is that it, outside of the elevator shafts, and so forth?

A. I am not absolutely sure. It seems to me there was some small partition, partitioning a part of it off. It was a good sized room.

Q. It is your recollection that at least the largest part [fol. 3694] of the floor was the room in which the meeting was held? A. Yes.

By Miss Weyand:

Q. Did it appear to you that substantially all of your employees were present?

A. It appeared to me that a great many of them were.

Q. Were you at the plant on the morning of April 23, 1937? A. The morning of April 23?

Q. That is the morning on which it was alleged the Sylvia Hull and Fern Sigler incident occurred. Were you present that morning?

A. It isn't my practice to go to the office early in the morning. Miss Frances comes to my house first and we dispose of correspondence that may come to my home; and then she discusses with me about appointments, or a number of things of that kind, so we usually don't go to the office until about 11 o'clock.

Trial Examiner Batten: Well, Mrs. Reed, do you recall whether you were or were not at the plant on that morning?

A. I don't remember, but I'm sure I wasn't there at the time the incident occurred.

By Miss Weyand:

Q. Did you learn of the incident immediately upon your arrival at the plant?

A. I don't remember the exact moment that I learned of it, but I probably learned of it sometime that day. [fol. 3695] Q. Who informed you of the incident?

A. I presume Mr. Baty did, but I don't remember for sure.

Q. What information were you given at that time of the occurrence?

A. All I remember is that in a general way I knew that the operators in some section refused to work while these two girls were there. They said they wouldn't work with them.

Q. Did you take any steps to investigate the exact incident which occurred?

A. By the time it came to me, the whole thing was over with. Mr. Baty told me what they had done and said that these girls—I don't remember which one of them—said

that the best thing to do would be to go home, and Mr. Baty said that that was a good thing to do, that the whole thing would probably quiet down in a few days, and I didn't have any idea that there was anything else to do about it.

Trial Examiner Batten: The question was, Mrs. Reed, did you make any investigation of it yourself after Mr. Baty reported the incident to you?

A. After the incident was reported to me I made no further investigation.

Miss Weyand: Did you give any directions that the girls should be contacted and assured protection to remain in the plant and work?

A. Mr. Baty was in charge of the plant, and I didn't feel that it was necessary for me to go into that incident at all.

[fol. 3696] Trial Examiner Batten: The question is, Mrs. Reed, did you? Did you do anything about it?

The Witness: But I say I didn't feel any reason for it.

Trial Examiner Batten: Let's assume that you felt that way, did you do anything about it?

The Witness: I did not.

[fol. 3697] By Miss Weyand:

Q. Were you in the plant on the afternoon of April 27, 1937?

A. I probably was. I was there every working day until I was ill, and I probably was there.

Q. Did you know, during the time that the meeting of the employees which took place that afternoon was in progress; that it was going on?

A. I did not.

Trial Examiner Batten: Did you know that any meeting of your employees was taking place that afternoon?

A. I did not.

By Miss Weyand:

Q. When did you first learn that such a meeting had been held?

A. When Rose Todd came to see me, I think the next day, but very shortly afterwards.

Q. What did she say to you?

A. That the employees had had a meeting, and had voted unanimously to form a union of their own, and had elected a committee to represent them; and she asked me if I would meet with that committee.

Q. Did you have the cards which she brought to you counted?

A. I asked Miss Frances to look them over and to have them checked. Miss Todd said that the union had been formed by a unanimous vote, and I merely said that, "Well, Miss Frances will check these," or something to [fol. 3698] that effect. I don't remember exactly what I said.

Q. Did Miss Frances report to you how many cards she received?

A. I don't remember that it was ever reported to me just how many cards were received.

Q. Was an approximate number given you?

A. I don't remember any number being given me at all. I do know that — I remember now that I discussed this with Mr. Baty, probably the following day or very shortly after that. It may have been the same day, I don't remember exactly, but between his report and Miss Frances' there seemed to be no question in their minds there was at least a big majority, so I didn't follow through to have the exact number counted.

Q. When you say there was no doubt in your mind there was a big majority, you mean a large majority, saying they signed the cards which had been presented?

A. Yes.

Q. Did you have further conversation with Rose Todd or a committee of the union, prior to the presentation of the draft contract?

A. Yes.

Q. When did the conference occur, subsequent to Rose Todd's visit with you about the formation of the union?

A. I don't remember the exact day or date, but it was [fol. 3699] probably several days after that.

Q. Was that the meeting you had with the committee you have described?

A. Yes.

Q. Were there further conferences prior to the presentation to you of the draft contract?

A. There were.

Q. How many were there?

A. I couldn't say how many, Miss Weyand, five years ago, but I know there were conferences after that.

Q. Were there formal conferences of which minutes were taken, and some of them informal?

A. I have done so few things formally in my business that I don't know what you consider formal, and what you would consider informal.

Q. Did the committee come in and state to you they were calling upon you as a committee of the Donnelly Workers' Union?

A. After the first day this committee came to talk to me, it would have been after Miss Todd had made arrangements for them to come at a certain time, and I don't remember whether or not there was any formal statement made, but it wouldn't be necessary, because the appointment would have been made. They would have arrived at a certain time, and I would have known it was this committee that had come to confer with me.

Q. They called upon you as a committee of the Donnelly Workers' Union on those occasions?

A. Yes.

Q. What did you discuss at the meetings, between the first meeting you had with the committee and the presentation of the draft contract?

A. It would be impossible for me to repeat the details, or just what was said, or who said what, at a meeting that took place five years ago.

Q. Do you remember the subject matter discussed at the meetings?

A. I remember those things — I remember about those meetings, I felt that somebody must have been talking to this committee about something was going to happen to me, or I was going to die, because it seemed to me the main thing in their minds was they wanted to be sure to get written down all of the privileges they had, because something might happen to me.

I am just saying one thing, that made a great impression on me, because of course it affected me, and I didn't know

whether someone had some inside information about something that was going to happen to me, that I didn't have, and it gave me a very queer feeling, I know that.

Q. Do you have any notion as to whether these conferences occurred every other day, or once a week, or how many there were?

A. I don't have, Miss Weyand. I have so many conferences with individuals and groups in my business, and just to say how many conferences I had with this union committee, in a certain length of time, I couldn't say that.

Q. Do you have any recollection as to whether it was on one or two occasions, or whether they were of almost daily occurrence in those few days?

A. They weren't daily, I know that, but I would say there were several. A few, not many.

Q. Would you give any number that one could estimate it?

A. I really couldn't.

Q. Were minutes kept of these conferences?

A. I don't even know. Probably some notes were kept, but just for you to ask me now to give that information, I didn't pay a lot of attention to whether there were or not.

Q. If such notes were taken, would they be in your file at the present time?

A. They wouldn't be in my file; we didn't take any notes of it.

Q. You did not have a stenographer present to take notes on behalf of the company?

A. I did not.

Q. Did you have any notes preserved, which you kept? [fol. 3702] A. Not of these conferences with the committee.

Q. Do you have any notes or records, pertaining to any conferences between the first occasion upon which the committee called upon you and the date upon which the draft of the contract was presented?

A. I know that whenever we had the lawyers present, and they worked on drafts — but I am saying when I talked to the committee without any lawyers, I don't remember that I had any stenographic notes made of the discussions. That remains in my mind, they were very informal, and more or less the committee telling me what they wanted.

Q. If you kept records back that far, would they still be in existence, if you had those notes taken? Could you check your records to see if they do exist, or would they be destroyed?

Trial Examiner Batten: I thought you said you didn't keep any notes.

A. I don't remember of having kept any notes at all of these informal meetings, when I met with the committee without lawyers being present. Whenever we had the lawyers present, it seemed to me they were always drawing up papers.

By Trial Examiner Batten:

Q. I thought you said a moment ago that you didn't keep any notes, or don't you remember?

A. I said that we didn't keep any notes when the law-
[fol. 3703] yers were not there.

Q. I mean when the lawyers were not there.

A. I have no remembrance of keeping any notes.

Q. Then there may be some?

A. My remembrance is I didn't.

Trial Examiner Batten: Well, you may proceed, please.

By Miss Weyand:

Q. I would like for you to state if there were such, would they have been destroyed by now, or is it your practice to retain all such records?

A. I don't have anything to do with the files or when they are cleaned out. There is a practice down there that some files are kept for six months, and other files for a year, but those files are cleaned out, without asking me about them.

Q. Then you do not know whether or not the files that would have these minutes or notes, if any were made or not, were in existence at the present time?

A. I do not. I have nothing to do with the files being cleaned out.

Mr. Reed: I object to that. It is rather unfair. The witness has said that she doesn't know of any notes being taken.

Trial Examiner Batten: She says she doesn't remember of any, Senator.

Mr. Reed: Very well. She has asked "if there were [fol. 3704] such", when there is no evidence there were any.

Trial Examiner Batten: There isn't any evidence there were or weren't.

Mr. Reed: I think there is evidence there weren't.

Trial Examiner Batten: As far as this witness is concerned, she has not said that there was not, and she doesn't recall any. I think it is a proper question, if there were any, whether they would be in the file or whether it is the practice to destroy them, if she knows.

Miss Weyand: I would like to ask that the company have those files checked, and if some such notes and minutes exist, they will produce them.

A: All right.

Miss Weyand: Did the Reporter get the statement that the company would?

By Miss Weyand:

Q. Were lawyers present at any of the meetings prior to May 27, 1937?

A. Well, I discussed this contract, the making up, with my lawyer several times prior to that.

Q. Were your lawyers present in any conference that you had with the committee of the union prior to May 27, 1937?

A. It seems to me there was a conference the day before that, and then we had one on the 27th. I am not entirely clear on that, but it seems to me there was.

Q. Was May 26th the first day upon which it is possible [fol. 3705] that lawyers were present, as far as you recall?

A. As far as I recall, that was the first time the committee and all the lawyers got together.

Q. Did Mr. Tyler appear on that occasion as attorney for the committee?

A. He did.

Q. Had you conferred, received letters or otherwise had any communication with Mr. Tyler, prior to his presence at that conference?

A. I had not.

Q. Did the Donnelly Garment Company or you, personally, ever employ the lawyers of Gossett, Ellis, Dietrich and Tyler?

A. Many years ago, Mr. Donnelly employed Mr. Dietrich of that firm for some personal business. I don't remember their handling anything else.

Trial Examiner Batten: That isn't the question. The question is whether you or the Donnelly Garment Company ever employed them.

A. I never had, and I don't remember that the Donnelly Garment Company had.

Miss Weyand: Is it possible that the Donnelly Garment Company could have employed that firm or any member thereof, and you not know of it, or not remember of it?

Trial Examiner Batten: Well now, just a minute. What [fol. 3706] period of time are you talking about?

Miss Weyand: Well, I am talking about any time.

Trial Examiner Batten: Well, supposing the company had employed their firm, fifteen, or ten years ago, or twenty years ago, how is that material to this case?

Miss Weyand: It is only material if we can show it continues down to the very certain date the employees had known they had been working for the company.

Trial Examiner Batten: Let's start with the present, instead of starting back so many years, and coming forward. I don't think there is any reason to go into that, unless there is some reasonably showing that such examination can bring forth something that is material.

Q. Am I supposed to answer a question?

Miss Weyand: I believe I will have to state a new question, as I take the Examiner's attitude to this line of questioning.

Trial Examiner Batten: I want you to understand this, Miss Weyand, as well as the other attorneys, and I think the others do. I frequently make the matter in the form of

suggestion. Now, if you don't agree with the suggestions I make, I just don't want you to accept something I say, necessarily; if you don't agree with me, say so. We will proceed.

Miss Weyand: I should like to have the company pro-[fol. 3707] duce a statement of any cases or any matters in which law firm of Gossett, Ellis, Dietrich and Tyler, or any of the members thereof, were employed by the Donnelly Garment Company, subsequent to the year of 1930. The record will indicate you have undertaken to do so.

Mr. Ingraham: Yes.

Mr. Langsdale: If the Examiner please, while he is at it, I would like for him to produce a record of any employment of A. N. Gossett or anyone connected with the organization, by the Donnelly Company down to date. Now, when Miss Todd—how she happened to go to Mr. Gossett, she said that she had met him in some hospital or something of that sort. It is my belief A. N. Gossett represented this corporation, and Mrs. Donnelly and Paul Donnelly, for a number of years prior to the time when Senator Reed commenced to represent them. My information was, about 1928, Mr. Gossett was their lawyer; I may be wrong, but I do know of some matters on which he represented them, and I think that has some bearing on this, why this girl, who was described as the handyman of the Donnelly Garment Company, went to Mr. Gossett. She went to Mr. Gossett, and he was busy, and sent her to Mr. Tyler. It may not be conclusive, but I think it has some bearing on the matter, so if they are going to get the record of Gossett's employment, I want it all. I expect to inquire about it all.

[fol. 3708] Trial Examiner Batten: Well, I can't see, unless there is some showing in recent years, Mr. Langsdale, where it is at all material. It seems to me that if every attorney may be called upon in the future to show his connections with any client he may have had, and from that you would draw what?

[fol. 3709] By Miss Weyand:

Q You signed the contract; I believe, that the Donnelly Company entered into with the Donnelly Garment Work-

ers' Union? I wonder if you can tell me what time of day that contract was signed?

A. I think it was pretty late in the evening.

Q. Could you be more definite? What do you mean by "pretty late in the evening"? As I recall, here in Missouri, afternoon is referred to as evening.

A. Oh, I don't know. I would say probably around six o'clock, between six and seven.

Q. How soon after the execution of the contract of May 27 did negotiations begin, looking to the preparation of a supplemental contract bearing wage rates?

A. Just as soon as we were able. We had an understanding that a contract embracing wage rates would be entered into later, and that all the information the committee needed for that would be furnished promptly, as promptly as we could.

Q. Was that understanding, that a supplement bearing wage rates would be entered into, prior to the execution of [fol: 3710] the May 27 contract?

A. Yes, they wanted one thing, they wanted to have—they were willing to take a \$15.00 minimum, at least for the present, and they wanted an \$18.00 minimum for people that worked on merchandise that sold above \$45.00 a dozen wholesale, and I had been all through those different minimums with the N.R.A., and I didn't want to differentiate, because it was so difficult to say when anyone was working on one price goods and when they were on another, and I didn't feel, right at that time, that I wanted to sign that; and so we cut that out. It was with the understanding that the wage rates would be gone into. That was another point, that I, myself, might not be there to give them the allowances I had been giving them for the 20-odd years, or nearly 20 years.

[fol: 3711] By Trial Examiner Batten:

Q. When you talk about a \$15.00 minimum, is that a discussion that took place in the May 27 conference?

A. That is my remembrance.

Q. When you discussed the \$16.50, was that in the May 27 conference?

A. That was a later conference, no, when we made the wage agreement.

Q. When you talked about the \$16.50, that is during the time you were arriving at the wage scale and classification, is that what you mean?

A. Yes.

Miss Weyand: When did the committee first raise the request for a \$16.50 minimum?

A. My remembrance of that was, at a conference on the contract that included the scale of wages.

By Trial Examiner Batten:

Q. You may answer the question. When did the committee first raise the question of a \$16.50 minimum?

A. My remembrance is it was at the conference we had in settling the scale of wages.

By Miss Weyand:

Q. When did that conference occur?

A. Well, that was late in June. I don't remember [fol. 3712] the exact date.

Q. Do you mean late in May or late in June? As I recall the supplement was signed June 22, so that answer wouldn't make sense.

A. The supplement was signed June 22nd.

Q. And you mean it was raised just shortly before June 22?

A. As a matter of fact, I believe that the question of the \$16.50 minimum was raised the day we signed that supplement.

Q. I am sorry. When you say late in June, I thought it would be later than June 22. Then your recollection is that the \$16.50 request was not made much earlier than June 22nd, and perhaps not until June 22, is that correct?

A. It could be. I know I didn't think I should have to pay an actual minimum of \$16.50, when contracts were made all around in this territory, with scale of wages of \$13.00 a week, where people paid 40 to 60 percent of the \$13.00 a week.

Q. Is it your best recollection that the \$16.50 request was not made until June 22, or thereabouts?

A. I don't remember thinking about it seriously, until then. I know then it was the last thing that hadn't been

settled, and Mr. Reed said, "Oh, go ahead and sign it. Let's finish this thing up," or something to that effect.

Q. Whether you thought seriously about it or not, did the committee make that request June 22?

A. I don't recall whether they did or not. There had [fol. 3713] been so many requests and so many discussions of different amounts, and we finally, on that last day, had gotten together on our scales, and the only reason that I particularly remember it is, at that time, it was the last thing, in my mind, that we hadn't cleared up.

Q. Were there drafts of the supplemental agreement prepared prior to June 22?

A. I don't remember exactly what was prepared, but I know that whenever the committee and our lawyers got together, they would write up drafts and check them over, and change them. I left so much of the writing of the contract to the lawyers, that I really don't remember very distinctly what they did do. The substance was always—I was always consulted about the substance, but the actual writing of the contract, I didn't dictate or have anything to do with that.

[fol. 3714] Q. Did you participate in the conferences personally? A. I did.

Q. Did the company or the Donnelly Garment Workers' Union prepare the first draft of the supplemental agreement of June 22?

A. My remembrance is that Mr. Tyler presented the first draft.

Q. Did he present that draft sometime prior to June 22, or was it on June 22 itself?

Mr. Reed: Which contract, now, are we speaking of?

Trial Examiner Batten: The supplemental contract, Senator.

A. I don't know whether any other drafts had been presented. I can't remember for sure, because there was so much work going on all of the time about the contracts, but I do know that Mr. Tyler did make a little speech and say that he had a draft of the supplemental contract, and it was read and looked over and discussed.

Miss Weyand: What do you are you referring to now?

A. I don't know the exact date.

By Trial Examiner Batten:

Q. Was it the day it was signed?

A. I can't, Miss Weyand, say what thing was done on just what day. After all, that was five years ago, and—

Q. My question was, Mrs. Reed, was this discussion you have just been telling us about in the talk about Mr. [fol. 3715] Tyler and his draft, was that the day you signed the contract? Irrespective of the date, do you remember if that was the day you signed it?

A. I don't remember.

By Miss Weyand:

Q. Was it the day before you signed it?

A. I can't place exact dates or days when each draft would have been presented.

Q. Were there several drafts presented?

A. I don't know whether there were several drafts presented. I know that we did a lot of talking, and it seems to me then the attorneys would do some dictating. I really sat in and discussed general points that went into these contracts, but the actual working them up, I didn't do anything about them. I probably just relaxed and let the attorneys work on them. I don't recall making drafts and just exactly what was done.

I very definitely recall the part Mr. Reed had in this contract, the last contract, and that was on the arbitration.

I don't believe in the draft that Mr. Tyler presented there was any clause about arbitration.

Trial Examiner Batten: Are you talking about the supplemental contract?

A. Yes. I remember that being discussed and Mr. Reed's saying that any kind of a contract, a union contract,—that there should be a means of arbitration if there should come up any dispute, and he suggested, if we couldn't agree, that we would have a district judge appoint an arbitrator.

[fol. 3716] By Miss Weyand:

Q. Did you have some sort of a written draft of the contract to work with prior to June 22?

A. I don't remember a written draft. I remember that it was taken up with me at different times about the classification of the employees; in what form, I don't recall.

Q. How soon after May 27 was the first conference between the lawyers on this supplemental agreement?

A. I wouldn't be able to say, Miss Weyand.

Q. When was the first conference between yourself and the committee on this supplemental contract?

A. I don't even remember that exactly.

Q. You did have numerous conferences, however, between yourself and the committee?

A. We did have different conferences, yes.

Q. On different dates? A. Yes.

Q. Who, for the company, secured or worked up the information in regard to pay rates and classifications.

A. Mr. Baty and Mrs. Hyde were the ones, I remember, that did that.

Q. Do you recall whether they typed out classifications and rates and handed it to the committee of the Donnelly Garment Workers' Union?

A. Miss Weyand, I don't know what they did. While this contract and all of this work was going on I tried to [fol. 3717] give attention to the important parts, but in the meantime I was bringing up a new line and I had many things to do in my business. I was attending to my business right along. So, on the contract I depended a great deal on Mr. Baty and Mrs. Hyde on the detail, and on my lawyers for writing up the contract. I didn't feel the complete responsibility. I didn't do all of the work that was to be done on it. I felt that the lawyers, on the one hand, in writing the contract, and Mr. Baty and Mrs. Hyde, on the other hand, could take a great deal of the work off of me of making a contract.

Q. Could you give us any statement of the extent to which you personally participated in these negotiations?

Mr. Reed: Mr. Examiner, don't you think that has been fully gone over?

Trial Examiner Batten: Well, the witness may answer that—to what extent you personally participated, Mrs. Reed.

A. I felt that I kept in touch with the—

By Trial Examiner Batten:

Q. Well, did you meet with the committee and the representatives of the management every time they met; do you know? A. I am sure that I didn't.

Q. Did you participate, on any occasions, in meetings between the management and the union committee in which there was a discussion of all of these different classifications and rates?

A. I know that that discussion came up at some meeting [fol. 3718] that I attended with them.

Q. Did it come up, Mrs. Reed, in general, or did you participate in the discussion of all of these various detailed rates and classifications with the committee?

A. No, I didn't participate in all of those detailed rates. By Miss Weyand:

Q. Did you go over all of the detailed rates before Mr. Baty or Mrs. Hyde submitted them to the committee?

A. To say whether I went over every one of them, I am not absolutely sure, but I know that Mr. Baty would come and see me with some figures and say, "Now, I am furnishing these to the committee."

Q. Did you authorize Mr. Baty to take it upon himself to furnish figures to the committee without your first having checked them over and approving them?

A. I did, because those figures were a matter of fact. I expected him to furnish what was accurate, and it was facts that he was dealing with.

Q. Did you spend a good deal of time studying the rates and classifications to determine what amount you could pay for which classification?

Trial Examiner Batten: Well, of course, the witness testified, Miss Weyand, that she didn't approve or didn't discuss all of these individual classifications and rates, and the witness further testified that she delegated some of [fol. 3719] that responsibility to Mr. Baty, and she has further testified, as I recall it, that she did not go into it in that detail.

Is that right?

The Witness: I recall that the work of getting the figures and all of that was turned over to Mr. Baty.

Trial Examiner Batten: Just a moment, Mrs. Reed.

Will you read my remark? And then you tell me if I recall it correctly or whether it was incorrect. If it is incorrect, tell me in what respect.

(Thereupon the above statement by the Trial Examiner was read by the reporter.)

Trial Examiner Batten: Now, is that correct, or am I incorrect?

The Witness: Well, I think that is reasonably correct. I don't recall to just what extent I went into any detail. I do know that I relied a great deal on Mr. Baty's handling that. After all, he had been managing the plant and was familiar with that kind of work.

Trial Examiner Batten: Will you refer back to Miss Weyand's question, please, and read it?

(Thereupon the question above referred to was read by the reporter as follows:

"Did you spend a good deal of time studying the rates and classifications to determine what amount you could pay for which classification?")

[fol. 3720] Trial Examiner Batten: You may answer.

A. I don't remember how much time I spent. My remembrance is that I relied mostly on Mr. Baty for that.

Miss Weyand: Was there any problem raised in connection with the supplemental agreement to which you devoted any large amount of time?

A. I don't recall right now. If I would see the supplemental agreement, I might recall.

Miss Weyand: I have secured my copy of Board's exhibit No. 7, which appears at pages 4382 to 4394, inclusive, of the Circuit Court of Appeals record.

[fol. 3721] Trial Examiner Batten: I think the easiest way to straighten that out is, when you refer to a record in the Circuit Court, you simply say "Circuit Court record page so and so."

[fol. 3722] A. Miss Weyand, I don't exactly understand what you mean by your question on just what part I did any work on in this contract. Is that the question?

Miss Weyand: You had testified that you didn't spend a great deal of time on the job of details and classifications. [fol. 3723] I just wondered if there was anything in regard to the contract that you did spend a great deal of time upon.

A. Everything in the contract was discussed with me. Every part of the contract I was familiar with and it was discussed with me.

Trial Examiner Batten: Is there any particular part of it that you spent a great deal of time on, more so than others—any particular part of it?

A. The rates of pay would probably have taken more of my time, because each of those classifications were at some time or other brought to my attention.

[fol. 3724] Miss Weyand: You say "probably". Did they? A. Well, they were, yes.

Trial Examiner Batten: Well now, just a moment.

A. Oh, I am so tired, Mr. Batten, I am sorry.

Miss Weyand: I think, if the witness is feeling too tired, if she can't answer the questions without difficulty, proper steps should be taken that no further examination be given until she feels like she can answer fairly and honestly. I do not intend to impose upon the witness. I don't want the record to show that she is continuing to answer questions when she is so tired.

Trial Examiner Batten: I think if Mrs. Reed doesn't care to continue she will state that she does not.

A. I will continue. I simply read this contract, and for about an hour, ago a contract just written in St. Louis and our wages are so much higher and everything so much better, I admit, that it disturbed me somewhat. And I am being grilled on a situation where the results are so much greater to the employees.

Mr. Langsdale: I move that speech be stricken out as in no way material to any issues in this case; any other con-

tract hasn't anything to do with this case. It is not responsive to any question.

Trial Examiner Batten: It may stand. It is not in answer to any question.

[fol. 3725] By Miss Weyand:

Q. Was there any discussion of any check-off of dues in connection with the May 27 contract?

A. I don't remember that there was. There was a discussion of a closed shop all along the line. I had run an open shop for nearly 20 years, and I don't like the idea of—

Trial Examiner Batten: Mrs. Reed, the question was, was there any discussion about a check-off. That is the question.

A. I don't remember that there was. As a matter of fact, my remembrance—I have no recollection of any discussion of a check-off. I can't, right this instant—I know that I at first didn't want a closed shop.

By Miss Weyand:

Q. Did the Donnelly Garment Workers' Union ever request you to give them a check-off provision in a contract?

A. I don't recall that they did.

Q. What was the first recollection you have of a discussion of a check-off arrangement?

A. I think Mr. Baty—that the union wanted a check-off, because it made so much trouble for the girls to have just the exact change to pay their dues. I remember discussing that with Mr. Reed and Mr. Ingraham, and they said that I had no authority to take any money out of a person's pay, unless the individual requested it themselves.

Q. Do you remember the approximate date upon which [fol. 3726] the discussions first arose?

A. I do not.

Q. Would it be subsequent to the June 22, 1937, supplemental agreement?

A. I am not sure, Miss Weyand.

Q. What arrangements did the Donnelly Garment Workers' Union make with the company to check off dues?

Mr. Reed: That is, assuming that the company did, and the witness just said that it was an individual transaction with the individual members.

Trial Examiner Batten: Well, she may state whether or not there was any arrangement between the company and the union on the check-off of dues.

A. I didn't make any arrangement myself, and I have no knowledge. I wouldn't be able to say.

By Miss Weyand:

Q. Who did make the arrangement, if you know?

A. I assume that Mr. Baty would have.

Q. Do you know what the practice in regard to checking off dues is?

Trial Examiner Batten: You mean in this plant?

Miss Weyand: Yes.

A. Of my own knowledge I really don't.

By Miss Weyand:

Q. Do you know whether all of the employees have authorized that their dues be checked off?

[fol. 3727]- A. All of the employees don't belong to the union.

Q. Whether all of the employees who are eligible for and do belong to the union have authorized it?

A. I am sure they would, because our attorneys advised us we should have individual requests to that effect.

Q. You do check off dues of all of the employees who are members of the Donnelly Garment Workers' Union?

A. I understand that there is what is called in union circles a check-off system; I am not sure of my own knowledge. I am not familiar with how it works.

Q. Do you know whether there are any employees who are members of the Donnelly Garment Workers' Union, whose dues are not checked off by the company?

A. I do not.

Q. Has there been a renewal of the May 27 contract?

A. Well, it is the same; if there isn't a renewal, it is continuous. I am not sure what the arrangement is. The contract is still in force, except that we have had an increase in wages in the last few months.

Q. When did this increase in wages occur?

A. Sometime this spring.

Q. Could you fix the date more definitely?

A. I am sorry but I can't.

Q. Is the May 27, 1937, contract still in force and effect?

A. That would be my remembrance, with the addition of [fol. 3728] the increase in wages. There may be some others, I don't know whether there is any clarification or anything more or not. In general that contract is still in force, at least the wages and hours and so forth, with the addition of new increases of this spring.

Q. That is, the May 27 contract as supplemented by the June 22 contract, is still in force?

A. Yes.

Q. Do you know whether there were negotiations at the expiration of the first two-years' period of the contract?

A. Yes, there were some discussions.

Q. Do you know what discussions took place?

A. No. That was when I was ill, and I don't—I wasn't in on that, that I remember or recall.

Q. Do you know whether there are other written documents which state changes or clarifications of the May 27 contract?

A. It seems to me there is another short document, I believe that was written in '39, I am not sure. But in '39 I was so ill most of that year that I don't remember having had anything to do with it. It might have been discussed with me, but I didn't have much to do with it, if anything.

Q. To determine the contract under which the company and the Donnelly Garment Workers' Union are today operating, what document do you have to look to?

A. Well, I would—if something came up where I personally had to look at the contract, I would immediately get in touch with Mr. Ingraham, and have him get any document. I don't have them in my possession.

Miss Weyand: I would like to ask if the company would supply such supplements and clarifications to the May 27, 1937, contract, any supplements thereto, so we may determine what contract is in existence today, between the Donnelly Garment Company and the Donnelly Garment Workers' Union.

Mr. Ingraham: Very well.

Trial Examiner Batten: You are still secretary of the company?

Mr. Ingraham: Yes.

By Miss Weyand:

Q. Does the Donnelly Garment Company afford desk space to the Donnelly Garment Workers' Union?

A. Not that I know of.

Q. Does the president of the Donnelly Garment Workers' Union have assigned to her a desk at which she is authorized to conduct business on behalf of the Donnelly Garment Workers' Union?

A. - Not that I know of.

Q. Does the Donnelly Garment Workers' Union distribute announcements of its meetings through the plant during working hours?

A. Not to my knowledge.

Q. Has it ever done so?

[fol. 3730] A. Not to my personal knowledge.

Q. What information do you have on the subject?

A. Oh, I have heard in a general way that they were accused of doing that, if you want to use that word.

Q. Did you ever investigate to determine whether or not it was done?

A. No.

Q. In reference to the question as to whether the Donnelly Garment Workers, or the president thereof, was afforded a desk, will you answer that question in reference to the entire period from April 27, 1937, to date?

A. It would be the same, to my knowledge.

Q. Do you know whether the Donnelly Garment Workers' Union uses mimeograph machines, typewriters or other facilities belonging to the Donnelly Garment Company?

A. Not to my personal knowledge.

Q. Do you know whether they have ever done so?

A. I don't know. I know that employees have used typewriters and sewing machines, and any equipment that we have down there, at different times.

Q. Do you know whether employees have used equipment in connection with the Donnelly Garment Workers' Union matter?

A. Not to my knowledge.

Q. Do you have any information on the subject?

A. Only what I have gathered from accusations made [fol. 3731] against the union.

Q. Did you ever investigate whether there was any truth to those accusations?

A. No. It never made any difference to me whether any of the employees used any equipment. They have done it for 25 years, whenever they wanted to. I have known it. They know that, I know it, and I haven't ever done anything about it.

Q. Has the Donnelly Garment Company ever been called upon to discharge any employee because he failed to maintain his membership in the Donnelly Garment Workers' Union?

A. Yes.

Q. Will you state which employees that is true of?

A. There were two employees, and right at the moment I happen to remember the name of May Stevens; I don't remember the other name.

Q. Will you state what occurred in that connection?

A. My information is that these two young women informed the union, the Donnelly Garment Workers' Union, that they preferred to belong to the I.L.G.W.U., and inasmuch as the Donnelly Garment Workers' Union had a closed shop contract with me, they served notice that in order to—for me to live up to the agreement with them that I had—that these young women should be dismissed, and their employment should cease with us.

[fol. 3732]. Trial Examiner Batten: Miss Weyand, what has that to do with this proceeding?

Miss Weyand: Well, this proceeding is concerned with whether or not the Donnelly Garment Workers' Union is company dominated.

Trial Examiner Batten: You mean since the last hearing?

Miss Weyand: The questions which counsel for the company put, brought the situation at the plant down to date.

Trial Examiner Batten: Well, assuming that it did, I still say, with respect to the questions the company's counsel asked, and you asked, too—with respect to the questions that the Respondent asked on direct, and you have asked on cross, I have been wondering for a long time whether we are going to try out all of the issues that have arisen in this matter since the last hearing. I thought

we were here for the purpose of taking certain testimony which was proper, and which, at the last hearing, I rejected. Now, are we here for that purpose, or are we not?

Miss Weyand: I haven't had it clear. I thought that I was sent out here from Washington to deal with that, but the direct examination of the witness did deal with matters subsequent to the last hearing. The offer of the company, while it was written and made in 1939, did speak in terms of whether or not the employees had joined and continued to hold their membership in the Donnelly Garment Work-[fol. 3733] ers' Union of their own free will.

Trial Examiner Batten: What do you think, Mr. Ingraham?

Mr. Ingraham: I think that the hearing is limited to the charges that are in the Board's complaint, and whatever questions were asked, we were merely bringing out all of the facts in connection with various employees, without in any way, of course, enlarging the charges in the complaint.

Trial Examiner Batten: That isn't what I asked Miss Weyand. Do you think we have anything to do with anything that transpired since the last hearing?

Mr. Ingraham: I don't think that the Respondent can be convicted of any matter outside of the charges in the complaint.

Trial Examiner Batten: Are we interested—is it your idea in this hearing we are going to take all of the testimony from the time of the last hearing down to date on everything that has happened in that intervening period?

Mr. Ingraham: No.

Trial Examiner Batten: Mr. Langsdale, what do you think?

Mr. Langsdale: As I thought, I have very clearly stated in the beginning, I think that all this hearing was supposed to be was to take testimony which you had ruled to be [fol. 3734] immaterial and had ruled out at the other hearing, but you have placed no limitation whatever on counsel for the Respondent. The first 30 minutes that Mrs. Reed talked was about the budget she made in 1940, and there has been a lot of testimony about that.

As a representative of the I.L.G.W.U., am I not to be permitted to respond to any of that, because it happened in 1940, ~~is it~~ did happen at all?

Trial Examiner Batten: Are you asking me? I was asking you a question.

Mr. Langsdale: That seems to be your question. I would like to limit it to what the Court of Appeals said it was to be limited to, that was certain offers of proof which Respondent made, and which you refused to accept, which the Court of Appeals says you refused to accept on the ground that it was immaterial or incompetent, or for some other reason. But nearly all of this hearing has been about things that happened since that time, and are we to sit idly by and let it go unchallenged?

Trial Examiner Batten: Well, I don't think that you should, Mr. Langsdale; I don't think I asked you to.

Mr. Langsdale: You asked me if I thought we had a right to go into anything that happened since the last hearing, and I say the only reason I think we have that right is that the Respondent has done it up to now. We [fol. 3735] either have to do it, or sit idly by or let it go as true.

Trial Examiner Batten: Well, Mr. Tyler, what do you think about it?

Mr. Tyler: Well, Mr. Examiner, I believe in an examination of the charges as of the time they were made, and since incomplete evidence was taken at the first hearing, the evidence which was omitted at that time should be included. I do not think this is a continuing charge, in which the complainant may select any day in five years, and have a hearing on any day in five years.

Trial Examiner Batten: That is true, but my question to you is, on the basis of the Court sending it back to the Board. If you would take the testimony which was offered at that time, would it include these matters that have occurred subsequent to the hearing in July?

Mr. Tyler: I think not.

Trial Examiner Batten: Well, I am inclined to think not, too.

Mr. Langsdale: I wonder if counsel and the Examiner would be willing to strike everything that has been testified to by Mrs. Reed since the last hearing. If so, there wouldn't be anything that we will have to respond to.

Miss Weyand: Mr. Trial Examiner, I agree that nothing [fol. 3736] subsequent to the last hearing should be taken; however, I notice a decision of the Circuit Court of Appeals, I believe it was the Goodyear case, recently came down, in which the Court refused to enforce an order disestablishing a dominated union on the ground that several years had elapsed since the last event concerning which there was evidence on the record. If counsel for the company and counsel for the intervening union are willing to agree they would not urge upon the Court the absence of evidence concerning events since the last hearing, I should be very glad to limit it to that period.

Trial Examiner Batten: But my further question to you on that is, we are here on an order of the Board, which I take it very definitely limits my power, very definitely because it says in the Board's order: "It is further ordered that the record be reopened and further hearing be held for the purpose of taking additional evidence, in accordance with the said opinion and decree of the aforesaid court." If that doesn't limit me in my authority to receive evidence, I would like to have someone explain to me how much latitude I have.

Miss Weyand: It seems there may be no limitation in the Circuit Court's order and therefore may be no limitation to the Board's order. It is a matter of, what did the Circuit Court mean?

[fol. 3737] Trial Examiner Batten: Well, I don't mind saying to you, I think the Circuit Court definitely limited us, and I think so more today, I am more convinced of it today than when we had this conference off the record, that this hearing should be limited to receiving testimony that was offered at the last hearing and rejected, and nothing more.

Mr. Langsdale: That has been my contention from the first 30 minutes of this hearing.

Trial Examiner Batten: But I didn't mean to inject this at this point. I told all counsel that I am going to proceed with Mrs. Reed, I didn't limit the Respondent, and as soon as we are through with Mrs. Reed, I can tell you all that we are going to very definitely decide this question, and I simply injected the question to you at this time, Miss Weyand, because I am inclined to believe that is going to be the limitation I shall put upon it, and I don't mind telling all counsel, if I do put that limitation upon it, I intend to strike out all of the testimony thus far received, that is not limited to that:

Mr. Langsdale: It appears to me, Mr. Examiner, these gentlemen here are so insistent now that the testimony be limited to the scope which you have defined, that is, the testimony which you refused to accept in 1939, they ought to be willing to consent that everything else be stricken out, and then we will know what we have to date in the [fol. 3738] way of witnesses.

Trial Examiner Batten: Well, we will proceed with this witness. I think I have, perhaps, again expressed my views about what authority I think I have in this hearing, and I think Miss Weyand has conceded that under the Board's order of further hearing I am limited to the Circuit Court's decision, which means that I then have to decide what the Circuit Court meant, and when the proper time comes I shall tell you all what I think the Circuit Court meant. Another reason that I raised that, was this: I thought that you were leading into a subject matter which might bring up a question of further discriminatory discharges, and raise a new issue in this hearing, which would mean additional testimony, rebuttal testimony, and so forth.

Now, I tell you frankly, that is the reason I asked you. I don't want to find myself in the position where I have let any counsel examine a witness on certain matters, and then be confronted with a motion to amend the complaint to include other issues, other than those before me.

Miss Weyand: I have no intention to make any such motion, and I have quite definitely made up my mind not to make any such motion. I assume any other unfair labor

practices, the Board would have no jurisdiction over them until the union would file charges and a new complaint issue thereon, and until that occurs we cannot decide any [fol. 3739] thing about whether there should be a hearing or it should be held concurrently with this hearing.

I think I am prepared to state that I have no intention whatsoever, I do not think it would be proper under the remand, to include any other complaint. I do feel, however, I should say that the Board— I believe that the Board's order, based on the present complaint, should properly cover the returning of dues checked off.

I also think, under the present complaint, and under the remand, it would be proper for the Board, if the evidence introduced in this hearing should disclose that the domination of this union has resulted in the loss of further sums of money to these employees, to include the return to them of those further sums of money.

Aside from those matters, I feel there is nothing.

Trial Examiner Batten: Well, on what theory would you proceed on that? You are not presenting an affirmative matter by the Board. Does the Board, in this hearing, have any affirmative position at all?

Miss Weyand: The Board in this matter has no affirmative position. However, if the evidence brought out on the offer of proof and the testimony introduced in rebuttal thereto discloses that broader relief should be granted than has been granted in the first order, it is my position that the Board would be entitled to enter a broader [fol. 3740] order than the order it entered into on the previous decision. I feel that in fairness to counsel for the company, I should state that is my position at the present time, if the Board's order is to be entered upon the evidence taken on the remand it does not have to be limited to the order entered in the previous decision.

However, it would have to be an order limited to the issue raised by the complaint which is now on file, and I do not intend to ask that be amended.

Trial Examiner Batten: Well, of course, the Board having set it aside, its order and decision, I presume the Respondent and the Intervenor or Union are all aware of

the fact that in a new Board order and decision, it may be as broad as the complaint, whether that would be any more broad than the one it did issue. Of course, that is a difficult question, and I am not concerned with it.

Well, we will proceed with Mrs. Reed.

Mr. Langsdale: The question I raised with the Examiner is, whether or not we would have a right to bring in witnesses to meet all of the testimony given by Mrs. Reed, that was not limited to what the Court of Appeals said.

Trial Examiner Batten: I don't believe I would worry about that, until we are through with Mrs. Reed, at which time I am going —

Mr. Langsdale: (Interrupting) Well, it worries me. [fol. 3741] I can't get away from it. I have to get witnesses.

Trial Examiner Batten: I am going to attempt to set my limitations with the Court's order for further hearing. If there is anything in Mrs. Reed's testimony which I feel is inconsistent with that ruling, naturally it will be stricken. So we will proceed on that basis.

Miss Weyand: I would like to make a further remark. In connection with the suggestions I made, and which grows in my mind, due to the action of the Fifth Circuit Court of Appeals in the Goodyear case, I think it is necessary that the Board bring down to date the evidence on a dominated union. However, I do think we should consider, whether or not the Circuit Court of Appeals or the Board so intended, when we are having a hearing and witnesses are on the stand, we could easily, without very much greater effort, bring the events down to date.

Trial Examiner Batten: Miss Weyand, as far as I am concerned, you are going to be limited to the Board's order. I don't intend to go beyond it.

Miss Weyand: I do not know whether the Board does or does not decide this matter.

Trial Examiner Batten: I am pretty well convinced that it does. If any counsel intends to go beyond that Board's order, as it refers to the Circuit Court's decision,

I can tell you now that it is going to be with authority from [fol. 3742] the Board and with instructions to me that I do so. So we will proceed.

[fol. 3743] By Miss Weyand:

Q. Did the Donnelly Garment Workers' Union give the company a written notice that it desired the company to discharge these two girls?

A. That is my remembrance.

Mr. Reed: Wait a minute. We object to that. That is opening up exactly the question the Commissioner has ruled out.

Trial Examiner Batten: I didn't rule it out, Senator.

Mr. Reed: If you didn't rule it out—

Trial Examiner Batten: I have been trying to arrive at some sort of a limitation. I said we will proceed with Mrs. Reed. I do not intend, Senator, as I previously stated, to attempt to limit the matter at this time. When Mrs. Reed is through, I am more than convinced we have to work out some sort of a limitation on this thing.

Mr. Reed: This is something we didn't go into at all. It raises the question, if it raises anything, whether or not these girls were properly discharged.

[fol. 3744] Miss Weyand: The company did go into the resignation of various persons, Jack McConaughy and Lyle Jeter, that happened in 1939, 1940, and 1941.

Mr. Reed: If the company went into the question of Jack McConaughy and somebody else who resigned from the union, that has nothing to do with the discharge of these two girls. There is no connection between them.

Trial Examiner Batten: Read the question, please.

(Thereupon the last question was read by the reporter as follows:

"Did the Donnelly Garment Workers' Union give the company a written notice that it desired the company to discharge these two girls?")

Trial Examiner Batten: You may tell us. Do you know whether you received a written notice, Mrs. Reed?

A. My information is that we did receive a written notice.

By Miss Weyand:

Q. Did you then discharge these girls because they had failed to maintain their membership in the Donnelly Garment Workers' Union?

A. I didn't, myself, discharge them. My understanding is that they were discharged.

Q. Were there other instances besides these two girls where discharges took place as the result of a request of the Donnelly Garment Workers' Union?

A. Not to my knowledge.

[fol. 3745] Q. Did the union negotiate with the company in respect to piece rates as they were set on each style of garment?

A. No. My remembrance is that we agreed, in a general way, that the way the piece rates had been set would be the same, because it had resulted in the operators making more money than was being paid in any other similar dress company, and the union had no objection to our getting up the piece rates as we had gotten them—as we had worked them out before, on the same basis.

Mr. Langsdale: I move that that answer be stricken as not responsive to the question.

Trial Examiner Batten: It may stand.

By Miss Weyand:

Q. Did the company submit piece rates to some representative of the Donnelly Garment Workers' Union?

A. My understanding is that on each new line that was made up, as the piece rates were made they were submitted to the president of the union for her O. K., or if she didn't [fol. 3746-3747] O. K. them, for suggestions. They couldn't go into effect until the president of the union had O. K.'d them.

Q. Do you know just what procedure was followed in submitting the piece rates to the president of the union for her O. K.?

A. No, I don't know.

Q. Who acted for the company in submitting those piece rates to the president of the union?

A. Mr. Baty would have had the general responsibility.

Q. Did he take each piece rate as it came up and submit it to Rose Todd and ask her if she would O. K. it?

A. Of my own knowledge, I don't know how they worked it out, but I think they would have the piece rates on perhaps the greater part of the line before it would be O. K.'d. I don't think they would take one at a time. We get the line into the plant rather promptly.

Q. Did Rose Todd have with her certain other persons who acted as a committee of the union to O. K. piece rates, or did she just, as president, O. K. them?

A. It is my understanding that she had some sort of a piece rate committee, with one girl from each type of work that was done.

Q. When did this system of having one girl from each type of work assist Rose Todd begin?

A. Of my own knowledge, I don't really know.

Q. Was that the practice from the very first?

[fol. 3748] A. I don't know. The responsibility of dealing with the union on their piece rates was in Mr. Baty's hands.

Q. Did Lulu Nichols participate in negotiating with Rose Todd in reference to the piece rates?

A. Lulu Nichols got up the piece rates. Of my own knowledge, I couldn't tell you just how they did, Miss Weyand.

Q. Do you know what the present practice in regard to piece rate negotiations is?

A. No more than, in a general way, that the committee and the president meet with Mr. Baty and whoever else he wants to be there, and they check over the rates, and if there is any dissatisfaction or they are not in agreement, they get together on it.

Miss Weyand: I would like to ask at this time if the company has checked the wage and hour reports and is prepared to state to us whether the ones introduced for identification were correct, or if they were not correct, if they can supply us with the correct material.

Mr. Ingraham: Miss Weyand, the photostats that you gave me were loose pages, and I couldn't check, because I didn't have those pages properly hooked together; and also, there were no reporter's marks to indicate what exhibits they were on the photostats.

Miss Weyand: Will you check those with the court reporter?

[fol. 3749] Mr. Ingraham: If I could get a— Do you still have the originals?

Miss Weyand: I gave them to you in the courtroom.

Mr. Langsdale: The exhibit designation is on the back of each page of the photostat on the copy that Miss Weyand furnished me. I assume that the same is true of the others.

Mr. Reed: I still ask the question, if I may, where are the originals?

Mr. Ingraham: Miss Weyand, Friday night, when Mr. Batten called us back here, I left the original and you gave me the photostatic copies.

Miss Weyand: I did not take the originals, but, as I understand, the reporter did.

Trial Examiner Batten: I suggested that the reporter take them, after you had the photostats, and I asked you if the photostats were satisfactory; so, naturally, the reporter kept the originals.

Mr. Ingraham: So the reporter has the originals?

Trial Examiner Batten: Yes.

Mr. Ingraham: I can check with the originals, then.

Trial Examiner Batten: When, Mr. Ingraham?

Mr. Ingraham: Is it all right for me to take the originals tonight?

Trial Examiner Batten: It is all right with me, if you want to give a receipt to the court reporter.

[fol. 3750] Mr. Ingraham: I will give a receipt to the court reporter. My photostats that I had didn't have any exhibit mark on them, and I am sure there wasn't anything on the back.

Miss Weyand: I think you are correct, that there wasn't.

Mr. Ingraham: The pages were all loose.

Trial Examiner Batten: Miss Reporter, do you have those pages marked, the originals?

The Reporter: Yes.

Trial Examiner Batten: Then, you may take the originals, Mr. Ingraham.

Miss Weyand: I have learned from the Wages and Hours Division that we may retain the originals, so that there will be no necessity for substituting the photostats, and the originals may remain in the record.

Trial Examiner Batten: I think I have indicated before that counsel should not take these exhibits to be photostated unless there is a mark on there indicating the exhibit.

Miss Weyand: I had these photostats made prior to introducing the documents even for identification, with the intent that we could all discuss them in the courtroom better if there was a copy in the hands of each counsel in the case.

Trial Examiner Batten: Well, let's proceed.

You will have those in the morning, Mr. Ingraham?

Mr. Ingraham: Yes.

By Miss Weyand:

Q. Will you state what position Hobart Atherton holds with the Donnelly Garment Company?

[fol. 3751] A. He is in the maintenance department.

Q. Does his position bear a title or term or description?

A. No.

Q. What does Mr. Atherton do in the maintenance department?

A. Of my own knowledge, I don't know exactly what he does. One of the things I have, myself, seen him do is to help put up runways for style shows.

Q. Do you have any information as to what he does do?

A. I really don't know exactly what he does do.

Q. Do you know what he has done at any time since January 1935?

A. In a general way, I know that he is in what we call the maintenance department.

Q. Do you know anything further about Mr. Atherton's duties since January 1935?

A. I have seen him numerous times sitting down in the lobby at the front door, relieving our door man.

Q. Do you know anything further of what he has done or has done since January 1935?

A. I really don't, Miss Weyand.

Q. If I recollect correctly, you stated that the Donnelly Garment Company had recently established a committee to deal on behalf of the company with the Donnelly Garment Workers' Union; is that correct?

A. Yes. I established that committee.

[fol. 3752] Q. Who are the members of that committee?

A. Mrs. Reeves, Mr. Baty, Mrs. Strine, Mr. Green, and Mr. Bachofer.

Q. Are you a member of that committee?

A. No.

Q. When was that committee established?

A. Sometime last winter.

Q. Do you know the procedure which that committee followed in its negotiations with the Donnelly Garment Workers' Union?

A. I do not, of my own knowledge.

Q. Have you any information on the subject?

A. Not any more than when the president of the union has a complaint filed with her and she wants to talk to this committee, she makes an appointment, and I believe that her—I don't know whether her whole committee always meets with them or not, but she asks for an appointment and they meet with her.

Q. Prior to the establishment of this committee, who, on behalf of the company, was authorized to deal with the Donnelly Garment Workers' Union?

A. Mr. Baty. And if they asked to deal with me directly, I would do so.

Q. Was the increase which you spoke of, describing it as, in some instances, 5 percent, 7-1/2 percent, 10 percent, or 12 percent, an increase in the minimum guarantee of the various operators?

[fol. 3753] A. No. That was an increase in the piece rates and to the week workers.

Q. Did the pieceworkers receive any increase at that time?

A. They received an increase in their piece rates.

Q. It was an increase in the piece rates, as to the pieceworkers, and an increase in the time rates, as to the time-workers?

A. That is right.

Q. Was this increase included in a written contract with the Donnelly Garment Workers' Union?

A. I think it was just handled through letters.

Q. Did these letters merely state that the increase would be granted, or did they provide that, as a term of employment, that the increase should be in effect for a period of time?

A. My remembrance was, the increase was granted, and we wrote a letter to the union that that had been granted.

Q. Would you provide us a copy of the letter which you wrote to the union granting the increase?

The Witness: Will you do that, Bob?

The increase was agreed upon, and I haven't heard that they didn't get it. I am sure I would have heard, if they didn't.

Q. Did you make any agreement that such increase would be in effect for the remainder of the contract term?

A. I, myself, took it for granted that that would be the situation. I sat in on most of those conferences, and I [fol. 3754] didn't put any term on when they would run out. I just had the feeling that that was an increase in their wages; and I didn't stipulate that they wouldn't have them permanently. As far as I am concerned, that is the wage rates in the place there.

Q. Do you have records of the various disputes which have been taken up by the Donnelly Garment Workers' Union with the company?

A. Not of my own knowledge. I don't know whether there are any or not.

Miss Weyand: I would like to ask counsel to furnish them, but I would be very glad to make that subject to the limitation, if it is ultimately put in effect, I do not intend to question Mrs. Reed about them, but if there is no limitation I would like the records furnished to date.

Trial Examiner Batten: You mean all records of various grievances handled?

Miss Weyand: If they keep records of grievances and disputes at the Donnelly Garment Company.

Trial Examiner Batten: Suppose we had them, are they particularly material to the issues in this case?

Miss Weyand: Yes, I think they are. It will show in many instances who purported to speak on behalf of the company and, I presume, who purported to speak on behalf of the workers.

Trial Examiner Batten: You mean, that is the purpose of the question?

[fol. 3755] Miss Weyand: Yes, that is the purpose of the question.

Trial Examiner Batten: Well, will you see if there are any of those in the files, Mr. Ingraham?

Mr. Ingraham: Yes.

By Miss Weyand:

Q. Do you know the date on which Jack McConaughy withdrew from the Donnelly Garment Workers' Union?

A. I do not.

Q. Do you know the date on which Lyle Jeter withdrew?

A. I haven't any knowledge of the details of when these people withdrew from the union.

Q. Is that true also as respects Dewey Atchison?

A. Yes.

Miss Weyand: I believe that is all of the cross-examination I have, subject, however, to permission to direct some cross-examination to Mrs. Reed at the time we have an agreement as to what the proper wage and hour reports are.

Trial Examiner Batten: I understand, then, you are passing the witness, except for examination with respect to Board's exhibits 32, 33, 34, and 35?

Miss Weyand: That is correct.

Trial Examiner Batten: That, I believe, covers them all.

Miss Weyand: Yes.

Trial Examiner Batten: Yes, that covers them all, Board's exhibits 32 to 35, inclusive.

Miss Weyand: And any other document which may be introduced, if those should not prove to be the accurate [fol. 3756] wage and hour reports.

[fol. 3758] By Mr. Langsdale:

Q. Mrs. Reed, I believe that you testified that when the membership cards were given to you by Miss Todd, that Mrs. Strine counted them?

A. I didn't say that she counted them, I said I turned them over to her to check them. Miss Todd said that the employees had unanimously voted to form their own union.

Q. All I asked you was did you turn them over to Mrs. Strine to count.

A. I said—

Trial Examiner Batten: Just a moment. Will you read the question, please, the original question?

(Question read by the reporter.)

Trial Examiner Batten: Do you know whether she counted them or not?

A. I don't know whether she counted them or not.

By Mr. Langsdale:

Q. Did you examine them yourself?

A. Only casually; I didn't attempt to count them, what proportions were there.

Q. Did you look at them for the purpose of seeing who had joined this union?

A. No. I asked Mrs. Strine to check them over, and she could probably get Mr. Baty's help.

Q. Did you observe a card signed by Dewey Atchison?

A. I don't remember any particular name on them; as a matter of fact, I don't remember exactly the cards at all.

[fol. 3759] Q. Did you learn that Dewey Atchison had signed a card and became a member of that union?

A. I did not.

Q. Did you ever learn that?

A. I did not.

Q. You then don't know who did join the union and who did not, do you, Mrs. Reed?

A. I don't know every single person that did. I was informed that all of the working employees joined the union.

Q. Was Mr. Atchison at that time assistant factory manager?

A. He never had that title, to my knowledge.

Q. Didn't he perform the duties of assistant factory manager?

A. He assisted Mrs. Reeves in planning what garments should be cut so that there would be an equal distribution of the work in the plant, in that he would make up a chart and show how many units of single needle work there was, and how many units of double-needle work, and all the things on the line, and they would make a cutting card, and she would use that information, and she wouldn't put more work in the plant of a specific kind, or on a specific kind of machine, more than that specific kind of machine could handle.

Q. Did he perform the duties of assistant factory manager?

A. He never did. Dewey Atchison was never assistant factory manager.

[fol. 3760] Q. Who was your factory manager in 1935, in the N.R.A. hearing? A. Mrs. Reeves.

Q. Did she have an assistant?

A. Not to my knowledge.

Q. What were Dewey Atchison's duties at that time?

A. Dewey Atchison has always been an individual worker in the plant. I advised with him many times how we would work out a pattern, and he has helped me make patterns. He has gone over the line with me to see if we couldn't improve operations, and he would work with Mr. Baty to give suggestions on how certain types of operations would go through the plant, and make it easier. He worked with Mrs. Reeves along that line.

Q. Did he ever have any authority to hire or fire anybody? A. No.

Q. Did he ever have any duty to pass upon who should be fired or who should not be fired, or who should be laid off, or anything of that sort?

A. At one time, the way we used to work, about whether an employe would be laid off, he worked with us on that.

But as to Dewey in that regard, it was more whether we had a certain amount of work, or if we would have, for instance, a lot of double stitching, if we were going to [fol. 3761] have a lot of double stitching on our line, we would be informed and we wouldn't lay off any double stitchers. As far as him having personal power over anybody's job, I never felt that way about it.

Q. Wasn't he one who, in the employment of the company, had to pass on whether or not a sewing girl operator remained in the employment or was laid off?

A. Oh, no, he simply kept us informed about whether we would have enough of a certain type of work for the amount of machines. We would have, for instance, 25 or 30 embroidery machines going, and it would be his job to keep us informed whether, according to our records, we would have enough embroidery work for 25 machines, or maybe only 15.

Q. And then he never did have anything to do, with passing on who should be discharged or laid off, and who didn't?

A. Just from what I said, Mr. Langsdale, he kept us informed about the work that was coming through, and he knew the type of machines we had in the plant, and how many we had.

Q. Now, you attended the N.R.A. hearing, didn't you?

A. I did.

Q. That was in 1935? A. I believe so.

Q. And were you there during all of the hearing?

A. I think I was, most of the time, anyhow.

[fol. 3762] Q. Were you there when Mrs. Reeves testified? A. Most of the time.

Q. Let me ask you if you heard her give this testimony, which appears in Exhibit 1 of the N.R.A. hearing, page 307. This is by Elizabeth Reeves: (Reading)

"Answer: Nobody is let out of the Donnelly Garment Company unless four people pass on it. After we decide that we have to lay off a certain group or number of people, we go over our records with the instructor, and she makes the recommendation because she is in close

touch with the operator, and knows the type of work that the operator does and whether she is efficient, obedient and co-operative and reliable."

Was that true in the N.R.A. hearing?

Mr. Reed: I object to that, because he is reading somebody else's testimony given in another case, and that is an improper method of examination, if I know anything about it.

Mr. Langsdale: I am asking if that was the condition.

Trial Examiner Batten: You may tell us if that was the situation at that time.

A. He is reading from a record there, and Mrs. Reeves apparently made that statement, if that record is a true record.

[fol. 3763] Trial Examiner Batten: He is not asking you whether Mrs. Reeves' testimony is true, but whether that situation at that time was correct.

A. I don't exactly know what she means, but I do know that Dewey, in that committee, was to tell us how much work was to be done, and—

Mr. Langsdale: Now, Mrs. Reed—

Mr. Reed: (Interrupting) I insist the witness should be allowed to answer.

Trial Examiner Batten: Just a moment. I want to be certain that the witness has not forgotten the question.

Mr. Reed: The witness was answering the question and was interrupted.

Trial Examiner Batten: Will you read the question, please?

(Question read by the reporter.)

A. Can I answer one question at a time?

By Mr. Langsdale:

Q. I am asking you now, Mrs. Reed, if this was the true condition at the time of the N.R.A. hearing.

A. Will you please read what the testimony is?

Q. (Reading) "Nobody is let out of the Donnelly Garment Company unless four people pass on it." Is that true?

A. I know that four people were consulted on it.

Q. (Reading) "And after we decide that we have to [fol. 3764] lay off a certain group or number of people, we go over our records with the instructor, and she makes the recommendation, because she is in close touch with the operator, and knows the type of work the operator does and whether she is efficient, obedient, and co-operative and reliable." Is that true at that time?

A. That part of it—you see, Mrs. Reeves was running it; I don't know. Mrs. Reeves was running the plant, and she said that is what she did. Now, just for me to know that was exactly what they did, I don't know. I do know that we had four people getting together in a consultation before we laid anybody off.

Q. You say that is or is not true, what has been stated by Mrs. Reeves about the duties of the instructor?

A. I know the instructor, from one angle, would have something to do with who was laid off.

Q. "And after the instructor makes that selection, it is checked by Mrs. Wherry, who is in charge of our factory, who knows what is going on in every section of the place, and Mrs. Wherry might make a suggestion that, well, possibly we wouldn't be able to use that girl in the section, and we might be able to transfer her into another section. That is gone into very thoroughly." Was that true at that time?

A. Mrs. Wherry was never made a manager of the factory by me. I don't know if she was considered to be a manager.

[fol. 3765] Q. You said it wasn't true?

A. No, Mrs. Reeves was manager of the plant, and Mrs. Reeves had a great many other duties, and she relied on Mrs. Wherry to a great extent, to a greater extent than I had realized, when I heard the testimony in the N.R.A. case.

Trial Examiner Batten: It is five o'clock.

Mr. Langsdale: I would like to ask one more question.

Mr. Langsdale: "Then, that group of people are taken up with Mr. Atchison, and Mr. Atchison discusses with them very thoroughly, he sees what they have made and he knows the reason that happened, he has listed each week on pay roll cards with the instructor, and Mrs. Wherry," was that true?

Mr. Reed: I insist, if Your Honor please, this witness ought to be asked direct questions, and not have things read.

Trial Examiner Batten: The question is not whether Mrs. Reeves' testimony is true, but was that the true situation in the plant at the time, if this witness knows.

Mr. Reed: I object to that method of examination.

Trial Examiner Batten: I will overrule the objection.

Mr. Reed: As incompetent, and immaterial.

Trial Examiner Batten: Do you know if that was the method?

[fol. 3766] A. Mrs. Reeves was in charge of the plant, and I of my own knowledge don't know exactly.

By Mr. Langsdale:

Q. The question was, was Mr. Atchison, one of his duties, as I related to you, "Then that group of people are taken up with Mr. Atchison, and Mr. Atchison discusses with them very thoroughly, he sees what they have made, and he knows the reason what has happened, and he listed each week on the pay roll cards with the instructor, and Mrs. Wherry," was that true or not?

A. Of my own knowledge I do not know.

Q. You didn't know Mr. Atchison was performing those duties at the time of the N.R.A. hearing in 1935?

A. I don't know exactly what duties he was performing.

Q. Did you ever hear it from Mrs. Reeves or anyone else, that he was performing those duties?

A. I was really under the impression that Mrs. Reeves went over those cards with the instructors themselves.

Q. You never heard that Mrs. Reeves went over those people, four people went over them, and one person being Atchison?

A. My general knowledge is there were four people that went over them.

Q. Well, who were the four?

A. Well, one of them was Dewey, and the instructor, and I believe Mrs. Reeves and Mrs. Wherry.

Q. Right.

[fol. 3775] Q. And Mrs. Reeves was your production manager at that time, was she not? A. Yes.

Q. And reading further from the same testimony—

Mr. Reed: (Interrupting) Just for the record, we object to the testimony with reference to what happened in [fol. 3776] 1935 and prior thereto, as entirely remote. It does not throw any light, it does not furnish a background for this case.

Trial Examiner Batten: Well, you may have a continuing objection to each question.

Mr. Reed: All right.

Trial Examiner Batten: That is, with respect to the 1935 situation.

By Mr. Laugsdale:

Q. Let me ask you if this method was employed in the Donnelly Garment Company plant in 1935, at the time Mrs. Reeves testified in the N.R.A. hearing: "We treat our people like individuals, and decide certain things they can do, and we classify them, and so forth, and after that is done it is brought up to me for final O.K. I go into all the reasons and whys and wherefores, then if we all four agree that this group of people should be laid off, we lay them off." Was that method employed, to your knowledge, in 1935?

A. I would have to say that, to my own knowledge, I couldn't say just what they did. Mrs. Reeves was the production manager, and handling all those points at that time.

Q. Well, you have no information at all that that was [fol. 3777] not true, have you?

A. No.

Q. Let me read further, and ask you if you know of your own knowledge anything about this incident: "Like I repeated in the case of Thelma Owens, I had overruled the instructor, Mrs. Wherry, and Mr. Atchison, just about a month before she was finally laid off, and then it was brought up again to me, with her past record; I have to agree, because I expect certain things of those instructors." Do you know anything about the Thelma Owens incident, personally?

A. Not of my own knowledge, I do not.

Q. Then, referring to the instructors, "They have to get out a certain quantity of work in order to make our factory efficient, and I certainly expect them to get out quality as well. I cannot expect them to keep people in their section that won't co-operate and won't help them to maintain the quality and standard of our work, so sometimes we did come along and say, 'Well, maybe we can put this girl in another section, and maybe she can get along a lot better.'" Was that the method employed, to your knowledge, in 1935?

A. I would just have to say the total management of the plant was—I couldn't say of my own knowledge.

Q. Let me ask you, Mrs. Reed, if the operators were [fol. 3778] required to be efficient, obedient, co-operative and reliable?

A. I never made that rule myself.

Q. Did Mrs. Reeves make it?

A. She may have, she was managing the plant.

Q. Was that without your consent?

A. I don't believe that those specific things were discussed with me.

Q. Mrs. Reed, I believe you have said in this trial that you got along in your plant with a minimum of supervision, that is, you don't have many supervisors, bosses. Is that so?

A. I don't think we have a lot of bosses in our plant.

Q. How do you compare with other plants, of which you have knowledge?

A. I don't know. I know that I recently had an industrial engineer in there that told me that he thought that the fact that I had more intelligent employees made it more difficult for the industrial engineer, because he was used to having people do what they were told, because they were

told to do it. But he said that down in my plant people had to have explained to them why they should do it.

Q. Let's get back, not to now, Mrs. Reed, but to 1935. How would you say your factory compared with other factories, as to supervision and the number of supervisors [fol. 3779] per person, if you know?

A. I think that our work has always had more careful examining and more thought on the product.

Q. Well, then, that requires you to have a large number of supervisors and heads of departments, did it not?

A. It is according to what you would call a supervisor and head of department; you might have people directing certain work, and have more examiners than they have in other plants, and we had a lot more planning, is my information.

Q. Didn't you call those people supervisors?

A. Well, I don't know that you would call them supervisors. It is according to what you mean by supervisor.

Q. What do you mean by supervisors?

A. Well, I think it is a rather broad term.

Q. Well, do you agree with the definition of a supervisor being one who had the right to direct someone else's work?

A. Yes, I would say that.

Q. Now—

Trial Examiner Batten: Mr. Langsdale, just a moment.

[fol. 3780] Q. Mrs. Reed, let me ask you if you didn't testify as follows at the N. R. A. hearing, page 1074 of that hearing:—

Mr. Ingraham: Is that in this record of the circuit court?

Mr. Langsdale: Yes.

Q. (Continuing) "A. Now, in our plant I think that we have more supervision and more executives than—I know I have—more than are usually in a plant of this kind."

Did you make that answer?

A. If it is in that hearing, I must have.

Q. What do you say it is, Mrs. Reed?

A. I certainly know I felt that we have more planning, more supervising of our merchandise.

Q. More supervision and more executives?

A. Probably so. I have a larger plant than is usual in this business.

Q. Did you make this answer in that hearing, at page 1077 of the record of that hearing:

"Now, in my plant I have 40 operators, 40 machines, under this one supervisor with an assistant. One of them is in charge of quality and the other quantity."

Did you make that answer?

A. I must have, if it is in that hearing.

Q. Which one was in charge of quality?

A. I am not absolutely sure that we always had—that [fol. 3781] that was an invariable rule.

Q. Well, did you mean, Mrs. Reed, by that answer that you gave in the N. R. A. hearing—

Mr. Reed: Let her finish her answer.

Mr. Langsdale: I thought she had, Senator.

A. That was seven years ago, and the point that was being reached there has gotten a little hazy in my mind, Mr. Langsdale.

Q. Well, if you can, I want you to tell the Examiner which one of the supervisors had charge of quality at the time you gave this testimony.

A. I really don't remember. We have tried out so many different ways of production, in our methods of production, that I don't believe that a particular method was carried along, and I can't right now remember whether the instructor or the floor girl was charged with the quality or the quantity.

Q. What is the difference, or what was the difference at that time, between an instructor and a floor girl?

A. The instructor planned the work—what work each operator should do, and the floor girl would give out the work or furnish the thread—perhaps do more of the carrying of the work from one operator to another.

Q. Is the floor girl sometimes called thread girl?

A. Yes.

Q. [So that the two people you had in mind when you [fol. 3782] said one was in charge of quality and the other

quantity were the instructor and the thread girl or floor-girl? A. Yes.

Q. And right now you can't say which one had charge of quality and which one had charge of quantity?

A. I would say we would have given the responsibility of the—

Q. —quantity?

A. Yes. I believe that would be— You see, it's seven years ago, and I don't remember just what point was being brought out. We have constantly had the problem of turning out mass production and maintaining quality, and the instructor would be the one that would decide which work each—know what work each operator was capable of doing, and she would be saying what work she would do—directing the work through.

Then, the floor girl—I believe it comes back to me now—we thought as long as she was in the section she could be watching the quality of the work as it went along.

I am not absolutely sure, Mr. Langsdale, because that's seven years ago and it isn't a plan that has always been in effect, or I don't think it has been in effect for some time, at least not to my own knowledge.

Q. Let's refer back to some of Mrs. Reeves's testimony and see if that can help you:

"I expect certain things of those instructors. They have to get out a certain quantity of work in order to make [fol. 3783] our factory efficient, and I certainly expect them to get out quality."

A. Well, that would be consistent with just what I have said.

Q. Now, you at that time were in pretty close touch, were you not, with the instructors?

A. Well, at that particular time, it was after we had had two or three years of depression, Mr. Langsdale, and I was devoting an awful lot of my time to trying to design merchandise that would sell. I put in at Christmas time new lines of silk pajamas that retailed for \$25.00 apiece. I did most of that designing myself, and I also directed the selling of that, because our regular trade didn't want to buy it. So I had a couple of special salesmen, particularly one very

bright girl, and we sold those to people on Michigan Avenue and on Fifth Avenue in New York. We got about \$300,000 worth of business out of them and kept our girls working.

Q. The question was, did you keep in pretty close touch with these instructors at that time, in 1935?

A. I think a great deal of that testimony was about, not just what happened in 1935, but what happened several years previous to that time.

Q. I am not now referring to any testimony, but asking you if you kept in touch with the instructors at the time of the N. R. A. hearing.

A. No, I wasn't in such close touch with them. But at [fol. 3784] that time Mrs. Reeves had taken over the entire management of the plant, and for several years before that.

Q. I will ask you if you recall giving this answer, at page 1107 of the record:

"Q. And I suppose your instructors are more or less under your personal supervision?

"A. Yes. I come in contact with them all the time,"

Did you make that answer then?

A. I probably did.

Q. Was that true?

A. Well, I certainly would be in touch with the instructors, but I didn't direct their work, Mr. Langsdale, at that time. I have always tried to keep in touch with my plant as much as I could. Sometimes I would be in touch with them as much as four months, and then I might not see several of them for a few months.

Q. Well, you wanted to see that they were efficient operators and were good instructors?

A. The instructors were not operators at that time.

Q. I mean, good instructors.

Mr. Reed: I don't know what that last question means.

Trial Examiner Batten: I think the question was, you wanted to see that they were good instructors? Is that right, Mr. Langsdale?

Mr. Langsdale: Yes.

[fol. 3785] A. I don't understand your point.

By Mr. Langsdale:

Q. Well, efficient instructors.

A. Of course, I wanted to have the most efficient instructors I could possibly have, always.

Q. Is that what you meant by saying you came in contact with them all of the time?

A. I would be in contact with them as often as I could.

Q. Now, Mrs. Reed, I believe you have stated that you turned the management of the factory or the plant over to Mr. Baty? A. Yes.

Q. In the summer of 1935? A. Yes.

Q. In July or June; do you remember which?

A. I think it was in July. I don't remember. June or July.

Q. Now, how long had Mr. Baty, at that time, been with your company? A. Oh, I think a couple of years.

Q. It had been that long?

A. I am not sure just when he came. Maybe a shorter time than that.

Q. Could it have been as short a time as six months?

A. It could have been, yes.

Q. What was Mr. Baty's employment before he went with your plant?

A. He was employed by the M-K-T-Railroad Company. [fol. 3786]. Q. In that capacity?

A. I don't know the exact capacity. He had been with them for a number of years and I felt that he had a pretty good job—something in the maintenance work, keeping track of the maintenance work.

Q. Was it mechanical or clerical? What kind of a job was it, if you know?

A. He was in what the railroad would term the clerical department.

Q. Did you investigate his previous employment to see whether or not it in any way fitted him to be manager of your plant?

A. Well, Mr. Langsdale, I have had an awful lot of criticism as to how I run my business, but I have run it for 25 years and I have made a pretty good success of it.

Q. I am asking you if you made any investigation of Mr. Baty's past experience to see whether or not it fitted him to be the manager of your plant?

A. I talked to Mr. Baty about coming into my plant and discussed many general things with him. And I felt at the time I talked to Mr. Baty about coming in there—I knew Mrs. Reeves was working too hard, and I would like to have some relief for her. I didn't have anybody in my business that I felt I could turn that job over to, and I asked Mr. Baty to come up and to come into the plant and to work in any capacity that he was asked to do, to learn the management of the plant, and told him that [fol. 3787] eventually I expected he would be able to take it over.

Q. Mr. Baty is a relative of yours?

A. He is the husband of my niece.

Q. Do you know how many employees there were in the Donnelly Garment plant—Donnelly Garment Company and Donnelly Garment Sales Company, in 1935, at the time of the N. R. A. hearing?

A. Oh, anywhere from 800 to 1,000, I think. I don't know exactly.

Q. Did that number gradually increase as the years went on?

A. Yes.

Q. In 1935, did it exceed 1,000?

A. I wouldn't say that it did; I don't believe that it did.

Mr. Reed: Are you inquiring about the total number of employees in the company or the number in the plant?

Mr. Langsdale: The total number of employees in the company.

The Witness: I answered the question.

Mr. Langsdale: Will you read the question?

(Thereupon the last question and answer were read by the reporter.)

By Mr. Langsdale:

Q. Did it exceed 1,000 in 1936?

A. I am sure that we had a growth in 1936.

Q. Well, if your judgment is that the number was 800 to 1,000 in 1935, what would be your judgment as to the number [fol. 3788] in 1936?

A. Mr. Langsdale, I have never made it a point to count how many people we had. When we had more business, if it was my judgment to put on more machines, I would do it, and then we would just employ more people—

Q. I am just asking you for your best judgment, Mrs. Reed, as to the maximum number of employees you had in 1936, if you have any judgment on that matter.

A. I have no exact information I could give you. I know the business increased in 1936 over 1935.

Q. Can you give me an approximate number?

A. I really can't.

Q. Did it increase in 1937 over 1936?

A. Yes.

Q. Can you give me an approximate number of the employees of the Donnelly Garment Company and the Donnelly Garment Sales Company in 1937?

A. My remembrance is that— Well, there were 1,300. Now, I am trying to remember what year that was in. That was in 1937, I believe, that the figure is in my mind that we had 1,300 employees.

Q. Did it increase in 1938, the number?

A. Not to any extent, I believe.

Q. It remained about the same?

A. Yes.

[fol. 3789] Q. And in 1939, did the number increase, decrease, or remain about the same?

Mr. Reed: We can supply those figures, approximately. That might save some time.

A. I think—

Trial Examiner Batten: You may proceed, Mrs. Reed.

A. There hasn't been a great many more people. In 1940, I know we had an increase in sales, but we tried to do a little better management job and have not had to increase our number of employees.

Q. Did you decrease them?

A. The office employees I decreased.

Q. When?

A. Well, I don't remember the exact time. In 1940 we had, I believe, 140 people that were doing office work, and some time ago the figure that I got—I won't say that that is exact—was that there were only 95. But I didn't dis-

charge any of those people, Mr. Langsdale. I remember very well going over it with Mr. Bachofer, and we felt we had too many people in the office, but I gave him instructions that nobody was to be discharged. On the other hand, I gave very definite instructions that there was no new person to be employed that wasn't direct labor and that we would ask some of the people doing clerical work—we thought there were too many, doing that—I would ask some of them to learn stenography or to learn how to run [fol. 3790] our tabulating machines, or learn some other work, and they would be given first preference on any new jobs that came up. Of course, when you have a lot of women working for you, you always know a certain number of them are going to quit and be married or will leave because their husbands move away, or for different reasons, and when anybody quit a job it was agreed that before we would hire a new person to fill it, we would have to find out, in the first place, whether the job needed anybody at all, and then, if it did, if there was somebody in our organization to take it. So that when we cut our office force from 140 to 95, we did not discharge anyone. I believe we had one or two girls who had seen how much money the girls made in the factory and they said they would rather go down there and work.

Q. Now, Mrs. Reed, may I conclude from that answer that the number of employees in 1940 was about the same as in 1939?

A. I would say probably so.

Q. So between 1935 and 1940, it was almost the same, except—

A. In 1935?

Q. In 1935 you said you had about 1,300?

A. I think I said about 800 or 1,000.

Q. The 1,300 figure was reached in 1937, then, was it?

A. I believe that was about the time.

Q. Was that the top figure?

A. Around 1,300 or 1,350, I believe, was about the top. [fol. 3791] Q. And that was in 1937?

A. Well, Mr. Langsdale, I think those figures are in our case. Just at this instant, for me to say that was in 1937 or 1939, I am not absolutely sure. That may have been in 1939, the 1,300.

Q. When the 1,300 figure was reached, that has been the top, has it?

A. I believe I saw some place a list of 1,350.

Q. Do you recall the testimony was that 13 hundred and something signed cards to join the Donnelly Garment Workers' Union?

A. No, I don't remember that.

Q. Would you say that is about right?

A. Well, no, because— I don't recall 1,357?

Q. Thirteen hundred and something. I don't remember, myself, but something over 1,300.

A. No, I don't remember anybody ever telling me that over 1,300 people had joined the union.

Q. Well, isn't it true that over 1,300 people did join the union?

A. I don't know.

Q. Isn't it true that not over six or eight people employed by the Donnelly Garment Company remained out of the union?

A. Mr. Langsdale, I never had anything brought up with me about the eligibility of people joining the union, [fol. 3792] or who joined the union, or who did not—no one ever asked me about that.

Q. The question is, do you know that all but six or eight people employed by the Donnelly Garment Company and the Donnelly Garment Sales Company joined this Donnelly Garment Workers' Union?

A. No, I do not know that.

Q. Do you say it isn't true?

Mr. Reed: Now, wait a minute. The witness has said she had nothing to do with the organization.

Trial Examiner Batten: Of course, if she doesn't know, I presume she couldn't say whether it is true or untrue.

By Mr. Langsdale:

Q. You have no information that it is untrue, do you?

Mr. Reed: I object to that.

Trial Examiner Batten: She may state that, whether she has such information or not.

A. I have no information on that.

By Mr. Langsdale:

Q. As to who and how many belonged to the Donnelly Garment Workers' Union?

A. I say it was never discussed with me about who was eligible to belong or who would join. Any of that part, in any connection with the union, Mr. Langsdale, was never discussed with me.

Q. Now, Mrs. Reed, on March 18, 1937, you were on [fol. 3733] your way to Florida, were you?

A. I left Kansas City that night.

Q. How long did you remain in Florida?

A. A little over two weeks.

Q. What part of Florida?

A. Sarasota.

Q. Were you there for a vacation?

A. I was, for a rest.

Q. You stayed a little over two weeks?

A. Yes.

Q. Could you be more definite than that? How much over two weeks?

A. I couldn't say exactly.

Q. Now, in this transcript that was produced in evidence, which it has been testified was taken of your speech by Mrs. Frances Strine, is a statement that you had been negotiating with the street car company for buses?

A. Yes.

Q. When did you start that negotiation?

A. I didn't personally do that negotiating, Mr. Langsdale.

Q. How long had it been going on, to your knowledge?

A. I couldn't say now.

Q. Well, have you any judgment at all as to how many days or weeks or months any negotiations had been going on by anybody for the Donnelly Garment Company to have [fol. 3794] buses to haul your employees to and from work?

A. I couldn't tell you how long those negotiations were going on.

Q. Had it been as much as a month?

A. I say, of my own knowledge, I really haven't any idea.

Q. How did you know it had been going on at all when you made that speech? From whom did you get the information?

A. From Mr. Green and Mr. Bachofer.

Q. That they had been negotiating with the Kansas City Public Service Company for buses?

A. I don't know whether they are— Mr. Keyes may have. Some one of the executives there was doing the negotiating.

Q. When did you get the information with reference to the time you spoke to this meeting on March 18?

A. I really couldn't tell you now.

Q. Did you get it that day?

A. I say I couldn't tell you, Mr. Langsdale. I can't remember just what information came to me which day.

Q. You have no information at all, then?

A. I have not.

[fol. 3795] By Mr. Langsdale:

Q. When did you establish some watchmen at your home, with reference to the 18th of March, 1937?

A. I believe it was that spring when there was so much violence going on, so much threatening going on.

Q. Was it before you went to Florida, or after you came back? A. I don't remember exactly.

Q. Do you have any recollection at all?

A. I really haven't any recollection exactly.

Q. And do you know the names of any of the watchmen that you had out there?

A. I know that Mr. Corbin was out there.

Q. Who else was out there?

A. I don't know the names of the others.

Q. Who is Mr. Corbin?

A. He is still a watchman in my plant.

Q. How long has he been a watchman in your plant?

A. Since he was watching out at my house.

Q. Is he still there? A. He is still there, yes.

Q. You employed him for that particular occasion, did you, and kept him? A. That is right.

Q. Has he any other duties, except those of a watchman?

A. I don't know. He may take care of certain—part [fol. 3796] of the cleaning up of some of the offices. I don't know; there is a possible chance that he has.

Q. A big part of what? Cleaning?

A. Yes, but at one time—oh, I remember years ago, the night we had—we had a night watchman in our plant for a great many years, and one night watchman, just one night watchman in the plant, and I have a slight remembrance that this night watchman cleaned or took care of two or three private offices that we have, but I don't know whether they still do that.

Q. Well, then, was he somewhat of a janitor?

A. No, we called him a night watchman.

Q. Why did you pay him as much salary as you did?

A. Mr. Corbin?

Q. Yes.

A. I suppose that that was what we were expected to pay him. They worked 12 hours, and I think we sort of paid them by the hour.

Q. Where did you get him?

A. I didn't personally employ those watchmen. My remembrance is that there was some discussion with the police department for recommendations.

Q. Did you get him through the Pinkerton Detective Agency? A. Not that I know of.

[fol. 3797] Q. Who is Mr. Eckert?

A. Mr. Eckert is another man that was employed as a watchman.

Q. What were his other duties?

A. My remembrance of Mr. Eckert was that he was always a watchman. He was one of the ones employed to stay in the lobby and watch while all the violence was going on.

Q. Well, when did you first employ him?

A. Sometime in that spring. Now, Mr. Eckert, I recall, had, years before, been employed by us to watch our pay roll when we used to pay by cash. We had a little pay roll girl go through the plant, and we had two guards to go along with her; and then there were so many pay roll holdups, we decided even though we had guards someone might be shot, so we decided to pay by check, and then we didn't have the guards any more.

Q. Well, when did you first employ Mr. Eckert, if you know?

A. Well, it was back when we were in the Coca Cola Building, because that was when we paid by cash.

[fol. 3798] By Mr. Langsdale:

Q. And he has been with you ever since? A. Oh, no.

Q. Mr. Eckert? A. No.

Q. Is he employed by you now?

A. Not to my knowledge.

Q. He was employed in 1937, was he not?

A. That was when he was employed to watch, in 1937; I don't think he has worked for us—

[fol. 3799] By Mr. Langsdale:

Q. He was not continuously employed from 1937 up until now?

A. No, not up until now; I don't want any misunderstanding about that.

Q. I want you to give your answer.

A. Because, Mr. Eckert, I know, was employed by the Pinkerton Detective Agency, but he never worked for us as a detective, he worked for us as a guard for our pay roll.

Q. Well, why did you pay him over \$200.00 a month to just act as a guard?

A. I don't know that we did pay him over \$200.00 a month. I don't know how much we paid him, but I know we paid by the hour, and those men worked, I think, 12 hours. I don't think a detective has to be paid more than a guard, anyhow, do they? I never heard of it.

Q. The amount of their wages is governed by the character of their work, isn't it?

A. I don't know anything about detectives. I never hired one in my life.

Q. You got Mr. Eckert through the Pinkerton Detective Agency?

A. Originally we hired him as a guard, through the Pinkerton Detective Agency.

[fol. 3800] Mr. Langsdale: Now, the record pay roll offered in this hearing shows that in 1937 Mr. Eckert was paid \$225.00 a month.

[fol. 3801] Mr. Langsdale: That is the particular pay roll period from July 1st, 1937, to July 15th, 1937, and shows Mr. Eckert was paid \$112.50 for that particular period; that would be \$225 a month, would it not?

A. Well, I didn't know until this minute he was paid that much; I don't know why he was paid that much; I didn't make the arrangements with him.

By Mr. Langsdale:

Q. You didn't employ him? A. I did not.

Q. Wouldn't it occur to you that, just for a salary, that is some salary?

A. Except they may have put in a lot of hours, and they had to pay overtime for it.

* * * * *

[fol. 3803] Q. Mrs. Reed, you have testified you told Mr. Baty to take away from the instructors any authority they had as supervisors, or to correct or direct the operators, because it had been charged in the N.R.A. hearing that those instructors played favorites, and treated some of the girls better than others, is that correct?

A. I didn't tell him to take any directing away they could do.

Q. But any authority to criticize or—

A. (Interrupting) I did. I told him that I had been surprised while I was listening to something in the N.R.A. hearing, that these criticisms had been made; I didn't say that I thought they were unfair; I didn't think Mrs. Wherry was unfair to the girls.

Q. You deny that any of your instructors had been unfair to any of the operators, in the N.R.A. hearing, don't you?

A. I still think they were not unfair; I think it was not a fair charge, but the charge had been made, and I thought it would be a good idea for him to take the authority himself. He would have nothing else to do but be in the plant; originally when I was running the plant, I had other things to do, and while she was running the plant, she had many other things to do, and now he would have nothing else to do, and certainly when these little differences came up, it wouldn't be better for him to settle them, and then there would be the charge that these instructors, or Mrs. Wherry, or someone else was playing favorites.

[fol. 3805] Q. Well, you didn't believe any of these charges, did you? A. No, I didn't.

Q. Nevertheless, you changed the entire system in your plant as to the authority of instructors?

A. I don't believe there is any reason for me to be in this Courtroom today, but I am here; sometimes we have to stand it, whether it is right or is not, if some people think certain things.

Q. But when you made the change, you weren't in any Courtroom, were you?

A. I was not, but I had been in what was like a Courtroom, I had been in a room in the hearing, where I was questioned, where I heard our instructors questioned as if they were criminals.

Q. And despite the fact that you didn't believe it, you acted upon those charges by taking the authority away from the instructors?

A. As a matter of protection to the instructors. At the time the N.R.A. hearing was over, my instructors and Mrs. Wherry were in a very unhappy and nervous condition, and I thought if there was to be any protection, I would say, "Now, Mr. Baty, you go in there and take charge of that plant."

Q. So, on account of that condition of nervousness, jitters, you just took all authority away from them?

[fol. 3806] A. I told Mr. Baty to take the responsibility away from them.

Q. Why did you do that, Mrs. Reed?

A. I just thought that would protect them.

Q. Protect whom? A. From criticism.

Q. The instructors? A. The instructors.

Q. From whose criticism?

A. From the criticism we were having at the time from the I.L.G.W.U.

Q. And because the I.L.G.W.U. was criticizing your instructors, you took all the authority away from them, is that correct?

A. I took the—I told the I.L.G.W.U.—now, wait a minute, let—

A. That is the reason I took it away from them.

By Mr. Langsdale:

Q. What was the reason?

A. I expect to protect them from criticism.

Q. From whom? A. From anybody.

Q. Well, who besides the I.L.G.W.U.?

[fol. 3807] A. I didn't know at the time but what other girls in the place may be criticizing them.

Q. Did you have any reason except the criticism from the I.L.G.W.U. to take the authority away from those instructors, in July of 1935?

A. I thought maybe it would be a little better set-up in the plant.

Q. In what way?

A. Well, the authority would be in one person, and there would be less chance of dissatisfaction.

Q. Dissatisfaction with whom?

A. Between the girls.

Q. And so, then, you did believe that there was dissatisfaction among your operators, about the conduct of your instructors?

A. I don't believe that the instructors were unfair; if I had believed that, I would have discharged the instructors.

[fol. 3812] Q. Now, up to the time of that N.R.A. hearing, you were perfectly satisfied with the system that was being used in the Donnelly Garment Company plant, as to your instructors?

A. Mr. Langsdale, I have never been perfectly satisfied with anything that was done in the Donnelly Garment Company; I always thought we should do it better.

Q. Well, but you hadn't made any change in it for a number of years?

A. No, it had just gone along for a number of years.

Q. And your system was as Mrs. Reeves testified in that hearing, up to the time of that hearing, wasn't it?

A. She had been running the plant for several years, and that was the way she was running it.

Q. Yes. Now, you said that in 1940, in November or December, you went back to that system?

A. I didn't say I went back to that system. I found that it was not practical to have the instructors feel that

they had no responsibility at all; as for the operators, I think they went to an extreme in just turning the entire responsibility over to Mr. Baty.

[fol. 3813] Q. So, finding the system you had put into operation in July, 1935, was not working, you went back to the system that you had before you put that change in?

A. I just answered that question, and said I didn't just go back—I didn't say we were going to go back to the system that was here prior to 1935.

By Mr. Langsdale:

Q. You did give the instructors, in the winter of 1940, the authority to run their sections and get the work out, didn't you?

A. I told them they had to take the responsibility of getting the work through the plant, through their section, and they told me then that if that was the case, they would have to be given the authority to say to the girl that she must do certain work.

Q. Well, you gave them that authority then, did you?

A. I told them what authority would be required would be given to them, and I would talk it over with Mr. Baty and see what we would think they would have to do.

[fol. 3814] Q. And the authority was given to them, was it?

A. Well, you say the authority was given to them; what do you mean by "the authority"?

Q. The authority they demanded or wanted.

A. The authority to say what work each girl should do was given to them, although from a practical standpoint down there, yet, if a girl does not want to do the work that the instructor tells her to do, she can, and I believe at times does, call Mr. Baty, to see if she has to do it.

Q. Do you know of any instance at all when any girl ever refused to do what the instructor told her to do, and Mr. Baty was called in?

A. I haven't gone into the details to that extent.

Q. Can you give us just one instance, one girl, one time?

A. No. I know this, Mr. Langsdale, that I had reports of work staying—one cut of work staying in a section as long as five weeks.

Q. I am not asking you that. I am asking you—

A. (Interrupting) Well, I am explaining, that cut would stay in there five weeks, and when I asked why that stayed that long, then the instructor would say, "Well, I can't get anyone to do operation No. 7, and there was plenty other work to do; there was other work she wanted to do and we just kept putting new work in, plenty of work to work on."

Mr. Langsdale: Mrs. Reed—

[fol. 3815] By Trial Examiner Batten:

Q. Mrs. Reed, the question is, can you give us the name of one girl or one incident where a girl refused to do work directed by an instructor; do you personally know of one incident?

A. I haven't any personal knowledge of the exact people or whether that exact thing would come up, except in a general way, and I don't know whether a girl would absolutely refuse, but I believe that a lot of times an instructor simply took the easiest way, and if the girl didn't want to do it, and there was other work there she did want to do, she did that work.

Q. Mrs. Reed, your answer is, then, that you can't give us one incident by naming a girl or time or place or section or instructor, is that right?

A. I would have no knowledge of that myself, I didn't go into it to that extent.

[fol. 3816] By Mr. Langsdale:

Q. Now, Mrs. Reed, I think you testified that the first knowledge you had of a petition signed by a large number of employees, which has been called the Loyalty petition, was when it was brought out to your home by two girls?

A. I never heard the petition that was brought to my home called "the Loyalty petition." This is the first time I have heard that.

Q. You didn't know that was the term that was used to describe it all through the other hearing?

A. I did not.

Q. You know what petition I am referring to, do you not?

A. The petition that was brought to my home, I know what it was, yes.

Q. And you know it was signed by several people?

A. A large group. I didn't know how many.

Q. Do you know how they got those signatures?

A. I do not. My impression, gained from the two girls who brought the petition to my home, was that they had circulated the petition, but nobody ever told me just how they did it or any of the details about it.

[fol. 3817] Q. Where did you learn that they had circulated that petition?

A. At my home, when they brought it out to me.

Q. Where did they circulate it?

A. I don't know where they circulated it. The petition had the names of people in my plant on it.

Q. Did you make any inquiry as to where they had circulated it? A. I did not.

Q. When did they circulate it?

A. I wasn't told, but my impression was that they did it the day they brought it out.

Q. Now, that had about 1,000 signatures. Was it your impression that they did that in one day, these two girls?

A. I didn't inquire, Mr. Langsdale.

Q. Did you learn they had gone from machine to machine and had the girls sign this petition?

A. I never inquired how they got it.

Q. Did you know they did that during working hours?

A. I just didn't inquire about that petition, how or when they got it signed. They brought it to me on the evening of March 2nd.

Q. Did you learn that three girls had refused to sign it?

A. No.

Q. Did you hear that Sylvia Hull was one of those who refused to sign it?

[fol. 3818] A. The girls didn't tell me anyone had refused to sign it.

Q. Did you ever learn that three girls refused to sign it, at any time?

A. I don't know when I learned it, whether it was in some of these cases, or when. I have some recollection that some girls did refuse to sign it.

Q. Did you learn that one of them was Sylvia Hull?

A. My impression is that she was one of them.

Q. Did you learn the names of the other two?

A. I am not [not] absolutely sure. It seems to me it was Fern Sigler and May Fike. I am not absolutely sure.

Q. Did you learn that, after refusing to sign this petition, Sylvia Hull then did sign it? A. No.

Q. And that Ella Mae Hyde had erased her name from it?

A. No. I don't know the details of that petition.

Q. Did you ever hear that Ella Mae Hyde assumed the authority to take her name off that petition?

A. No, not of my own knowledge.

Q. Did you ever learn it at all, from any source?

Mr. Ingraham: She stated she didn't.

Mr. Langsdale: She said, not of her own knowledge.

By Mr. Langsdale:

Q. I am asking you if you ever learned from any source that Ella Mae Hyde took Sylvia Hull's name off the petition after she had signed it?

[fol. 3819] A. No. I have some faint recollection that someone told her to take it off, or that she took it off herself, but I couldn't say who told her, or whether she took it off herself, or—

Q. Your information of that is very hazy, is it?

A. It is.

Q. Did you say to these girls that you wanted them to go back and get names of employees who had not signed it?

A. I did not, Mr. Langsdale.

Q. Did you say that to anybody at all? A. I did not.

Q. Who were the girls who came to your house?

A. Mary Sprofera and Inez—I can't think of her name. Her name escapes me at the moment. I know it, but—

Mr. Ingraham: Inez Warren.

A. Inez Warren, that's right. Just for the instant the name escaped my memory.

By Mr. Langsdale:

Q. You never did tell Mrs. Warren or the young woman who was with her that you wanted them to go back and get the names of any person or persons who had not signed that petition? A. I did not.

Q. Do you know how they happened to do it?

A. I do not.

Q. Did you learn ~~they~~ did get another petition on the 5th of March?

[fol. 3820] A. I learned that another petition, another page, was gotten up later.

Q. And you don't know why that was done?

A. No.

Q. You had nothing to do with it?

A. I had nothing to do with it, Mr. Langsdale.

Q. You say that it happened that Roy Roberts was out at your home? A. Yes.

Q. When these girls came out?

A. No, they were not there.

Q. After they had left, I believe? A. Yes.

Q. And he suggested that it might be front ~~page news?~~

A. That is what he said.

Q. And told you he would like to have them come out again so that he could have a photographer there?

A. Yes.

Q. How did they get there again?

A. I don't remember.

Q. How did you convey that information to them?

A. I don't remember.

Q. Did you do it at all? A. No, I didn't.

Q. Who did?

[fol. 3821] A. I don't know whether Mr. Roberts did or—

Q. You didn't give Mr. Roberts —

Mr. Reed: Let her finish the answer.

A. (Continuing) —or whether I told Miss Frances that Mr. Roberts wanted them to come out. I didn't do it myself.

By Mr. Langsdale:

Q. But, at any rate, you got the information to the girls that Mr. Roberts wanted them?

A. I didn't say I got the information to the girls.

Q. Well, did you?

A. I said I didn't know whether Mr. Roberts called there or, whether someone, through me, called there. I know that they did come out and that the Star had a photographer and, I believe, a reporter— I'm not sure—there.

Q. And you don't know how or through whom the girls got the information that they were wanted out there again?

A. I don't remember.

Q. Were you in the garden when the girls came out the first time, or were you talking to Mr. Baty in the house?

A. My remembrance is that Mr. Baty and I had been working that day on the building we intended building.

Q. Your recollection is that you were not out in the garden when the girls got there? A. Not that evening.

Q. I mean when the girls got out there with this petition.

A. I may have been the next day when they came out. [fol. 3822] I am not sure.

Q. My question is confined to the time the girls arrived at your home first with the petition.

A. I couldn't have been when they came the first time, because it was in the evening.

Q. Then, you were not in the garden?

A. Not the first time they came.

Q. Do you know who gave the girls authority to go through the plant, from machine to machine, and have these employees sign?

A. I don't know that they were ever given the authority.

Q. Do you think they just did it on their own, without any suggestion from anyone in authority?

A. It would be the perfectly natural thing for them to do in the Donnelly Garment Company.

Q. Would you think that is true?

A. I would think it is very possible, knowing the way the Donnelly Garment Company is run.

Q. Two or three girls just took some petitions and went from machine to machine and had them signed, without any of the management knowing anything about it?

A. I wouldn't say without anybody knowing anything about it, but I would say it would be perfectly possible for two girls to take a petition and start out, without asking anybody about it, and having it signed in the plant.

[fol. 3823] Q. What was Inez Warren's job?

A. My remembrance is she was in the shipping department.

Q. What did she do in the shipping department?

A. Helped assemble orders.

Q. Who was head of the shipping department at that time? A. Mr. Keyes.

Q. Would she have to get Mr. Keyes' permission to leave her place of employment and go through the plant getting names on the petition?

A. Knowing my people down there, I am sure they wouldn't feel they had to get permission—

Q. Well, would she, Mrs. Reed, if you know?

A. There was no rule to that effect.

Q. And who was the other girl? A. Mary Sprofera.

Q. Was she in the shipping department, too?

A. Yes.

Q. And there was a third girl, was there—Shawder? Do you have a girl by that name?

A. Pauline Shartzter, I believe.

Q. Shartzter? A. Yes.

Q. What did she do?

A. She had something to do with getting some of the petitions signed, because she came out with them the [fol. 3824] next day for the picture. She wasn't with them the night they brought it out.

Q. What was her employment at the plant?

A. A pay roll clerk.

Q. Was her place of employment on the same floor with the other two girls? A. No.

Q. What floor was her place of employment on?

A. I am sure she was on the tenth floor.

Q. What was the place of employment of the other two girls?

A. In the shipping department.

Q. What floor?

A. I don't know whether the shipping department was on the fifth or fourth floor then. We have moved it now. Either the fifth or the fourth floor.

Q. Do you know how these two shipping department girls got together with Pauline Shartzter on the petition job? A. No, I do not.

Q. You have never heard? A. No.

Q. Who was head of the department Pauline Shartzter worked in? A. What date would that be?

Q. March 2, 1937.

A. Well, I would say that Mrs. Keyes was in charge of the office.

[fol. 3825] Q. Would it have been necessary for Pauline Shartzler to get Mrs. Keyes's permission to leave her place of employment long enough to get 1,000 names on these petitions? A. I merely say—

Q. I am asking you about this girl.

A. From my information of the way the Donnelly Garment Company was and is run, a girl wouldn't hesitate to get up and go out to get some petitions signed.

Q. Would she have the right to go out a whole day to do it?

A. Well, if— I wasn't running the department there—

Q. Would you have approved of her going around and getting these petitions signed and taking a whole day?

Mr. Reed: There is no evidence that she took a day.

Mr. Langsdale: I am going to assume it would have taken a day to get 1,000 names signed.

Mr. Langsdale: On that assumption, would you have approved of that?

[fol. 3826] A. I know we had week workers that would go out and have their hair done and—

Mr. Langsdale: Would you have approved of these three girls taking the time necessary to go through the [fol. 3827] plant to get 1,000 names on that petition?

A. I don't know what I would have approved if something would have come up to me at the time and I would have passed on it, Mr. Langsdale. I don't know whether I would or not.

By Mr. Langsdale:

Q. Did you ever disapprove of their taking the time necessary to get these petitions signed?

A. I don't know what good it would have done.

Q. Did you ever?

A. It was never brought up for me to decide. A lot of things go on down at the place that I never decide whether I approve or disapprove of.

Q. Did you ever disapprove of it?

A. I said the decision was never brought to me.

Q. That wasn't the question. Did you ever approve [fol. 3828] it or disapprove it, Mrs. Reed?

Trial Examiner Batten: Did you take any action at all with respect to this petition after you received it?

A. No.

[fol. 3835] Q. You testified in the Judge Miller hearing, didn't you? A. At the very end of the case.

Q. But you did testify?

A. At the very end of the case, yes.

Q. And you knew that witnesses had testified in that hearing that in the March 18th speech you had said you would close your plant before you would have a union in there, didn't you?

A. Well, I am under the impression that they testified to that.

Q. Well now, you did not tell Judge Miller you had Mrs. Strine there to take down your speech, did you?

A. I did not. Mr. Walsh would hardly let me answer a question. He said it was immaterial, and all of the other legal phrases. Every time I started to say anything about that speech Mr. Walsh would object.

Q. Were you asked by your attorneys if Mrs. Strine [fol. 3836] had been there and taken down your speech?

A. No.

Q. So Mr. Walsh didn't object to that question, did he?

A. Mr. Walsh objected to practically everything I said, and I was very ostensibly ill, and Judge Miller kept saying he didn't need any more testimony, and nobody seemed to want to allow me to testify.

Q. You didn't testify to that, did you?

A. I wasn't asked about it.

Q. You were not asked by your own counsel whether or not you had had Mrs. Strine take down what you actually said at that meeting?

A. I don't know what he intended to ask me. I know Mr. Walsh kept objecting and objecting and—

Trial Examiner Batten: The question is, Mrs. Reed, did your attorneys ask you that question?

Mr. Reed: The record is the best evidence of that.

Trial Examiner Batten: Do you remember whether they did ask you that question?

A. No. But I say, Mr. Walsh kept constantly objecting, and finally Judge Miller stopped the questioning.

By Mr. Langsdale:

Q. Now, had you had it in your mind to tell Judge Miller about that Strine incident?

A. Mr. Langsdale, I was so ill when I was down there that I really didn't have any great amount of things in mind.

[fol. 3837] Q. Mrs. Strine wasn't ill at that time, was she?

A. I don't remember that she was.

Q. Did Mrs. Strine tell Judge Miller anything about being at that meeting and taking down your speech?

A. Mr. Langsdale, I was seriously ill all during that hearing and wasn't in court, and I wasn't consulted about the trial or the evidence they put in. I wasn't in consultation with the lawyers on any day while they were hearing that case. The only connection I had with the Miller case was the last day, when I went down to testify. There were one or two points the lawyers felt they wanted me to come in and testify on.

[fol. 3839] By Mr. Langsdale:

Q. Now, this article is dated February 26th, 1937. It is entitled, "Reopen a Garment Feud, Union Plants to Seek Donnelly Company Recognition." Regional Director says the International Headquarters will give Financial Backing to Campaign." When you read that article, did you talk to Mr. Baty after you read it?

A. I don't remember. I read so many articles, and I talked to so many different people.

Q. Well, did Mr. Baty ever put in any pay increases without talking to you about it?

[fol. 3840] A. Oh, not very many.

Q. Did you know that on the next morning after this article came out, that Mr. Baty went down to the plant and put in a large number of pay increases?

A. If he did, I don't see that it would have any connection with that article.

Q. I am just asking you, if you know, whether or not he did.

A. Well, you say after he read that article he went down and did it?

Mr. Langsdale: Wait a minute. Will you read me my question?

Trial Examiner Batten: Will you read the question, please.

(Question read by the reporter.)

Mr. Langsdale: Did you know that?

A. I knew that 1936 was the first good year we had after the depression started, and that in the spring we would very naturally, as soon as we knew we were going to have our spring business come on, we would naturally give raises, that is about the time we usually do, in February or March.

By Trial Examiner Batten:

Q. Mrs. Reed, the question is, do you know the next day after this article appeared in the paper, that Mr. Baty did put in a large number of increases, in the plant; do you know that fact?

[fol. 3841] A. I don't [—] that was the next day after that article was in the paper, that a number of increases were put in, because any increases that were discussed with me were not discussed in any connection whatever, in any way, with Mr. Dubinsky.

By Mr. Langsdale:

Q. You don't know that he did?

A. I don't know what date the raises were put into effect.

Q. But if he did put in a large number, he would have to talk with you about it?

A. Generally a large number, he would talk with me, and it would probably take a week or longer, but I know that he did not put in raises a day after that was in the paper. He couldn't have possibly gone over them with me, because when we put in raises, we would take a whole group that he would select, and we would discuss them, so it would have taken longer than that. I never knew of him

putting in a number of pay increases without discussing them with me, Mr. Langsdale.

[fol. 3847] Trial Examiner Batten: I think, if you are going to start on another subject matter, Mr. Langsdale, I was going to have Mr. Ingraham to make his statement with respect to those exhibits he has checked up now, so that you will know through the noon hour, Miss Weyand, the status of them. So, Mr. Ingraham, will you —

Mr. Ingraham: (Interrupting) I thought Mr. Langsdale was about through.

Trial Examiner Batten: Well, whether or not he is through, I want to be sure this is taken care of before lunch.

Mr. Ingraham: With regard to Board's Exhibit 32-A, B, C, D and E.

Trial Examiner Batten: You don't need to stay here, if you don't care to, Mrs. Reed.

The Witness: Thank you.

Mr. Ingraham: I wish to state that 32-A, B, C, and D is a separate document. It was mailed to the Wage and Hour Division by Respondent, on or about October 30, 1940. Exhibit 32-E is a separate document that was not attached to Exhibit 32-A, B, C and D, and was not filed until after December 29, 1940. Exhibit 33 is a document that was filed by Respondent company on December 20, 1940. At that date there was no schedule or any attached [fol. 3848] document to Exhibit 33.

These Exhibits are the Board's Exhibits.

Board's Exhibits 35-A, B, C and D is a document that was filed with the Wage and Hour Division on December 20th, 1940, by the Donnelly Garment Sales Company. Board's Exhibit 35-E is a separate document that was not attached to Board's Exhibit 35-A, B, C and D, and was not filed until after December 29, 1940, by the Donnelly Garment Sales Company.

Board's Exhibit 34-A, B, C and D, purports to be a copy of Board's Exhibit 33. It is on a different form, but had practically the same information that was in Board's Exhibit 33. Now, Board's Exhibit 34-E is a copy, a separate document, and was not attached to — or is a separate document and purports to be a copy of Board's Exhibit 32-E.

Now, I want to make it clear that Board's Exhibit 32-E and the copy of that exhibit, which is Board's Exhibit 34-E, was not a part of any of those other exhibits, and was not filed until December 29, 1940.

Trial Examiner Batten: Well, was it, Mr. Ingraham, filed separately at the request of the Wage and Hour Division?

Mr. Ingraham: That is correct.

Trial Examiner Batten: And I think Miss Weyand asked if you had any correspondence on it. You have the letter — I mean, did the Wage and Hour Division request you in writing to furnish them?

[fol. 3849] Mr. Ingraham: No, I don't know of any letter. My understanding is that in December a representative of the Wage and Hour Division was checking, and was personally down at the plant and made this request, that this additional information be furnished.

Trial Examiner Batten: Then, was it mailed in?

Mr. Ingraham: Then it was mailed in.

Trial Examiner Batten: Was it covered by a letter?

Mr. Ingraham: No, it was not covered by a letter.

Trial Examiner Batten: It was just mailed in as shown there, as 32-E?

Mr. Ingraham: That is correct.

Trial Examiner Batten: Now, I think the record ought to show, before we go much further, that 32-A to E has been received, and 33, 34 and 35 are merely marked for identification, so don't any of you get mixed up; in other words, 32-A to E has been received, 33, 34 and 35 accord-

ing to my records have been marked for identification only. I didn't want anyone reviewing the record to get the impression, Mr. Ingraham, that these exhibits had all been received.

Mr. Reed: I beg pardon for interrupting, but my recollection is that Miss Weyand, particularly about 34, that is the copy, said that she offered it for whatever it is worth, and I think she offered the other exhibits.

Miss Weyand: I did not offer any of the exhibits following 35-A, B, C and D in evidence. I offered —

Mr. Langsdale: (interrupting) 32, you mean?

Miss Weyand: 32-A, B, C, D and E, that is correct. I presented Board's Exhibits 33, 34 and 35, and had them marked for identification only, and in connection with 34 I was having it identified merely as the document which I had received from the Wage and Hour Division, and knew nothing further than that they had given it to me as a copy of some original document, which they purported to have in their possession.

Trial Examiner Batten: Well, I think we can proceed.

Miss Weyand: I would like to ask a further question.

Trial Examiner Batten: You hadn't finished had you?

Mr. Ingraham: Yes, I had.

Mr. Langsdale: Let me ask you this question, Bob. Are you saying 35-E is the same document as 32-E?

Mr. Ingraham: No.

Mr. Langsdale: I thought you did.

Mr. Ingraham: No.

Mr. Langsdale: 35-E purports to be a list of executives of the Donnelly Garment Sales Company, whereas 32-E purports to be a list of executives of the Donnelly Garment Company.

Trial Examiner Batten: 33-E is another list.

Mr. Ingraham: 34-E.

Trial Examiner Batten: 34-E is another list, Mr. Langs-
[fol. 3851] dale.

Mr. Tyler: 32-A to E do I understand, has been re-
ceived? Does that mean inclusive to 32-E?

Trial Examiner Batten: Yes.

Miss Weyand: They have been received in evidence.

Trial Examiner Batten: That's right.

Mr. Reed: 32-E does not belong in that document.

Mr. Langsdale: That has been gone over several times.

Trial Examiner Batten: Now, is that the information
that you desire, Miss Weyand, on these exhibits?

Miss Weyand: Well, I wanted the further information
of whether 32-E constituted a statement of the employees
referred to in paragraph numbered in Roman numerals,
VI, on Board's Exhibit 33-C for identification.

Mr. Ingraham: Well, now, Miss Weyand, are you offer-
ing 33 and 34?

Miss Weyand: No, I wanted to get straight first what
relation there was, if any, between 32-E and the statement
on 33-C, that the company had 29 employees, whom the
firm considered exempt from the provisions of the Act,
and I wanted to ask a similar question with respect to
whether or not —

Trial Examiner Batten: Let us take one at a time.

Miss Weyand: Well, it is the same sort of question, it
is a parallel.

Trial Examiner Batten: I know, but let's don't get
[fol. 3852] too many in here at once.

Mr. Ingraham: I don't understand the purpose of ask-
ing a lot of questions and getting a lot of testimony in the
record if Miss Weyand isn't going to offer these in evi-
dence. I think she should offer them in evidence, and then
ask me the questions.

Trial Examiner Batten: I don't think, Mr. Ingraham,
I shall tell Miss Weyand to offer them. I don't think I

would tell you if you had an exhibit marked for identification.

Mr. Langsdale: I'll offer them the first thing this afternoon, if you want them in.

Mr. Ingraham: We want them in.

Miss Weyand: I don't prefer to offer them until I know the circumstances under which they were furnished and what they purport to represent, and I have not yet learned whether 32-E is considered to be and was furnished as a statement of who the 29 employees referred to on Board's Exhibit 33-C were.

Trial Examiner Batten: Well, as I understand it, and if I am not correct, Mr. Ingraham, you correct me —

Mr. Ingraham: Yes.

Trial Examiner Batten: 32-E was furnished, was it not, in connection with 33?

Mr. Ingraham: That is correct.

Trial Examiner Batten: And is that the list referred [fol. 3853] to in 33-C?

Mr. Langsdale: 32-C.

Mr. Ingraham: That is my understanding, Mr. Batten.

Mr. Langsdale: Don't you mean 32-C?

Trial Examiner Batten: No, 33-C.

Mr. Ingraham: 32-E at the top states, "Pursuant to your request of December 29th, the persons coming within the provision of the second part of paragraph six in the questionnaire as at December 20th, 1940, are as follows," and it is my understanding that this is a list of the people that —

Trial Examiner Batten: (Interrupting) Are referred to on 33-C.

Mr. Ingraham: That's right. I'll check them again.

Trial Examiner Batten: In other words, if that is not correct, you will let us know?

Mr. Ingraham: That is right.

Miss Weyand: Then, I want to know if Board's Exhibit 35-E for identification was a list of persons whom the firm considered as being exempt from the provisions of the Act, as set forth in 35-C, the Donnelly-Sales Company, as distinguished from the Donnelly Garment Company —

Trial Examiner Batten: In other words, 35-E, is that the list which is referred to in 35-C, in the body of the instrument?

Mr. Ingraham: Yes, that is my understanding.

[fol. 3854] Miss Weyand: And you will check that so I can have it definitely stated?

Mr. Ingraham: Yes.

Miss Weyand: Will counsel for the company agree with that identification, that your statements in the record will be sufficient, or will we be required to call some official in that company who participated in furnishing these documents, to identify them as the documents furnished?

Mr. Ingraham: Well, if there is any question about my statement, I would rather have you call the person who prepared the documents.

Miss Weyand: I am willing to rely on your statement that it is true, if counsel for the company is not going to insist there be any further identification, and not going to raise any question as to the validity or identity or the purpose of those documents. If counsel for the company are going to question further —

Trial Examiner Batten: Of course, the whole question, Mr. Ingraham, is this. You have told us what they are and the circumstances under which they were furnished, and unless you notify us otherwise, 33-E and 35-E are in accordance with the statements you made?

Mr. Ingraham: Yes.

Trial Examiner Batten: Now, the only question is, may that statement of yours be accepted without any question [fol. 3855] on the part of the Respondent, or do you prefer that the person who made out these documents come up here and testify to something you have told us?

Mr. Reed: I think when counsel stands up here and makes a statement of fact, it becomes binding, and if it is agreed to by counsel of the other side it becomes a binding fact in the case. However, we can produce the man who carried on these negotiations, and made these papers, and in view of the fact there seems to be a mix-up here, some difference, I think we had better have him.

Trial Examiner Batten: Well, it is immaterial to me.

Mr. Langsdale: I am willing to accept Mr. Ingraham's statement.

Trial Examiner Batten: Do you accept it?

Miss Weyand: Yes, I accept it.

Trial Examiner Batten: Well, all right. If your statement is accepted with respect to it, then it stands, and if any of the parties want to call anybody else, I am not trying to say you can't have further testimony.

Mr. Langsdale: Let me ask Mr. Ingraham this, if he knows, was any list furnished of the 49 executives described in the second paragraph of Paragraph six?

Miss Weyand: In Board's Exhibit 32-C?

Mr. Langsdale: Of Board's Exhibit 32-C. It says there were 49 employees whom your firm considers exempt from [fol. 3856] the provisions of the Act. Did you ever furnish the Wage and Hour Administration a list of those 49?

Mr. Ingraham: Mr. Langsdale, I understand that 32-A, B, C and D was filed as a consolidated return for both Donnelly Garment Company and Donnelly Garment Sales Company.

Mr. Langsdale: It doesn't say so.

Mr. Ingraham: Well, it was; and the Wage and Hour Department wanted the companies separated, and came down and asked that separate returns be filed, and that was the reason that on December 20th, 1940, two new returns were filed, one for the Garment Company and one for the Sales Company, and they broke down these exempt employees, and placed them in the respective companies.

Trial Examiner Batten: Well, I don't think there is anything further on this. We will adjourn until two o'clock.

Mr. Ingraham: Well, is Miss Weyand offering these in evidence?

Trial Examiner Batten: Are you offering them now, Miss Weyand?

Miss Weyand: Yes, I offer them now in evidence.

Trial Examiner Batten: Well, is there any objection to the reception of 33, 34 and 35?

Miss Weyand: I don't offer 34. I offer 33 and 35.

Trial Examiner Batten: Well, if there is no objection, 33 and 35 will be received.

[fol. 3857] (The documents heretofore marked "Board's Exhibits Nos. 33 and 35, Witness Reed," for identification, were received in evidence.)

Mr. Ingraham: The Respondent would like to offer 34.

Trial Examiner Batten: Any objections?

Mr. Langsdale: What is it?

Miss Weyand: My copy.

Trial Examiner Batten: If there is no objection, it will be received. It is the copy which Miss Weyand had marked and, from which she worked, Mr. Langsdale. Is there any objection, Mr. Langsdale?

Mr. Langsdale: Not from me, if Miss Weyand has no objection.

Trial Examiner Batten: It will be received.

(The document heretofore marked "Board's Exhibit No. 34, Witness Reed," for identification, was received in evidence.)

[fol. 3858] Miss Weyand: I think that, since the respondent introduced as their exhibit the document which I had previously had marked as Board's exhibit No. 34 for

identification, they should have it marked with a respondent's exhibit number.

Trial Examiner Batten: Oh, I don't think that is necessary. The record will show that they offered it. It doesn't make a great deal of difference to me who puts the facts in the record, as long as we get them.

[fol. 3859] Mr. Langsdale: Mrs. Reed, are you familiar with the handwriting of Lee Baty? A. Yes.

Q. I hand you a photostatic copy of Board's exhibit No. 31-A, and call your attention to the name "Lena Tyhurst."

[fol. 3860] By Mr. Langsdale:

(Handing document above referred to to the witness.) I call your attention to the name Lena Tyhurst, Mrs. Reed, which is right here (indicating).

A. That is right.

Q. Is that in Mr. Baty's handwriting?

A. I would say it is.

Q. You see what follows the name, over in the next column? A. Yes.

Q. What is it?

A. "Assistant factory manager."

Q. And the date of that is June 1—

A. —June 1, 1937. That was, I believe, before Mr. Baty took entire charge of the factory.

Q. Nevertheless, it is in his handwriting, isn't it?

A. He was assistant to Mrs. Reeves at that time. Mr. Baty was assistant to Mrs. Reeves for six months, but he was working in the plant for two years before he took over the job as manager of the plant.

[fol. 3861] Q. It was as Mrs. Reeves's assistant, then, that he wrote this, "Lena Tyhurst, assistant factory manager"? A. I would say so.

Q. At any rate, it is in his handwriting?

A. Yes, and he was her assistant at that time in the factory.

Q. I call your attention to the name "C. Marvin Price."

A. Yes.

Q. That is in Mr. Baty's handwriting? A. Yes.

Q. What follows that?

A. "Head machinist," "Head mechanic," I guess.

Q. "Head mechanic"? A. Yes.

Q. That is on the same document? This is Board's exhibit No. 31-A? A. That is right.

Q. I call your attention to the name "Oertense Root."

A. "Sample department head."

Q. That is in his handwriting?

A. Yes, it is, but Mrs. Reeves was managing the plant at that time.

Q. I call your attention to the name "Anna Price."

[fol. 3862] By Mr. Langsdale:

Q. You see that name there, do you, Mrs. Reed?

A. Yes.

Q. What follows that?

A. It says "shipping clerk head."

Q. You have no information, have you, that Lena Tyhurst was not the assistant factory manager on June 1, 1937? A. I have no—

Mr. Ingraham: Now, just a minute. I object to Mr. Langsdale's questioning the witness from a paper that Mr. Baty prepared, and he testified in respect to the preparation of the paper, and how he happened to put these names after the respective people, and Mrs. Reed didn't have any thing to do with the preparation of it and doesn't know—obviously can't know anything about why the certain [fol. 3863] titles are after these people's names.

Mr. Langsdale: I asked you if you have any information that Lena Tyhurst was not in the position that she is described as here in the handwriting of Lee Baty on June 1, 1937?

[fol. 3864] A. Mr. Langsdale, I have said over and over and over again here that while Mrs. Reeves and Mr. Baty were managing the factory I had no knowledge of my own of the details of how they did it and what they called the people who are in the plant.

Trial Examiner Batten: The question is this: Do you have any information that Lena Tyhurst was not assistant factory manager on this date as described on this document by Mr. Baty?

A: I have no information, of my own knowledge, of what she was called on that date.

By Mr. Langsdale:

Q. Have you any information at all from any source that C. Marvin Price was not the head mechanic on June 1, 1937? A. The answer would be the same.

[fol. 3865] Q. Have you any information of any kind or character that Ortense Root was not the sample department head on June 1, 1937?

A. My answer would be the same in regard to Ortense Root.

Q. Have you any information that Anna Price was not the shipping clerk head on June 1, 1937?

A. I haven't that information. I never made up a pay roll, I never checked over a pay roll, and I never checked over any working papers Mrs. Reeves or Mr. Baty had in regard to these people.

Q. I will hand you a copy of Board's exhibit No. 27, Mrs. Reed, and ask you if in your readings you came across that article?

[fol. 3866] By Mr. Langsdale:

Q. You read it, apparently?

A. I would say that I have, I did.

Q. It is an article in the Kansas City Times of May 11, 1937, and purports to quote a speech made of Senator Reed, or an interview.

Mr. Reed: Are you offering it?

Mr. Langsdale: No, it has been offered in evidence.

By Mr. Langsdale:

Q. This particular part, Mr. Reed said, "It's a pretty tough proposition to be called on to answer any screed emanating from David Dubinsky. He has the nerve to talk about Americanism, although he was born in Russia and has only been in this country a few years." Did you read that? A. Yes.

Q. Did you call your employees' attention to it?

A. I did not.

Q. Did you make any similar statement yourself?

A. I did not.

Q. Mr. Reed was then your attorney? A. He was.

[fol. 3869] Q. "One question," this is quoting again [fol. 3870] from the interview—"one question that will have to be settled is whether the people of Kansas City can run their own business and the 1,300 employees of the Donnelly Garment company can maintain their own union, or whether they are to be disrupted and destroyed by a man born in a foreign country and now living hundreds of miles away from Kansas City." Do you share that opinion?

Mr. Reed: If Your Honor please, I have no objection, as far as I am concerned, if this article goes in there.

Mr. Langsdale: It is already in.

Mr. Reed: Very well; the question is as to whether she shared an opinion I expressed, and has nothing whatever to do with this case, or the charges here filed.

Trial Examiner Batten: Well, she may at least tell us whether she shares those views.

By Mr. Langsdale:

Q. Do you think it made any difference whether Dubinsky was born in Russia? A. No.

Q. Did you agree with Senator Reed, because he was born in Russia he ought to stay away from the Donnelly Garment Company's plant?

A. I have no feeling about whether he was born in Russia, or Turkey, or where he was born.

Q. Now, let's see if you remember this, quoting from the interview: "The employees of this company aren't only satisfied but on their own motion some months ago organized a Loyalty League to resist the activities of Mr. [fol. 3871] Dubinsky and his crowd, and substantially all the employees became members of that association." Is that true?

A. I said of my own knowledge I didn't know a lot about the organization of the Loyalty League, Mr. Reed was giving that interview, I didn't give it.

Q. Well, did you tell him it was not true, or disapprove of it?

A. I didn't discuss that interview. Mr. Reed isn't in the habit of asking me about what he said in an interview.

Q. Was it true, as far as you knew, at the time he made the statement?

A. Mr. Langsdale, I have said, and it is really absolutely true, of my own knowledge I knew very little about what the Loyalty League was doing at the time it was organized, and around that time I was very pressed with other duties.

Q. Well, you read that, this interview, at the time it appeared in the Kansas City Times, on the 11th of May, 1937, didn't you?

A. What difference would it make? I read a number of interviews, I read a lot of things in the paper.

Q. Well, have you read this interview in which your chief counsel said that some months ago the employees of this company organized a Loyalty League to resist the activities of Mr. Dubinsky and his crowd? Did you ask him [fol. 3872] where he got that information?

Mr. Reed: Ask me?

Mr. Langsdale: Yes.

Mr. Reed: I think that is about the limit.

Mr. Langsdale: Did you make any investigation to see whether or not it was true?

Trial Examiner Batten: Just a moment. What is the objection, Senator? I mean, to the question; whether she discussed it—read the question, please.

(Question was read by the reporter.)

Mr. Reed: I submit that that question probably never was asked before in a court of justice, to ask a man's wife where she got—state her opinion, whether she shares in her husband's opinion.

Trial Examiner Batten: Well, of course, perhaps I might not be qualified to speak about that, but I have

heard of wives asking their husbands where they got information; whether they would on matters of this kind, Senator, I don't know.

A. Well, I'll settle it by saying I did not.

By Mr. Langsdale:

Q.. Did you make any investigation of the truthfulness of that statement at all?

A. I am not in the habit of checking up on Mr. Reed's interviews.

Q. Then, you just assumed it was true, did you? [fol. 3873] A. I didn't assume anything, I just read it; I don't remember any particular reaction to it.

Q. Did you make any investigation to see whether or not the Loyalty League was organized to resist the activities of Mr. Dubinsky and his crowd?

A. Well, I didn't; if they had, it probably would have been their own business.

Q. You didn't investigate it?

A. I did not investigate; I don't investigate what my employees are doing about Mr. Dubinsky.

Q. Then; this excerpt from the interview, I note that Dubinsky states that he would not get a graduate of Bolshevism to teach him a lesson in Americanism. Did you read that? A. I read that article.

Q. Did you permit your employees to think that Mr. Dubinsky was a Bolshevik or Communist?

A. I don't know whether my employees read that or not; it certainly is not my responsibility to check up on what my employees read and believe or don't believe.

Q. Did you check up on that statement that Mr. Dubinsky was a Bolshevik? A. I did not.

Q. Now, Mrs. Reed, you have already identified the originals of Exhibits 32-A, B, C, D and E, of which those [fol. 3874] are photostats?

Mr. Reed: She identified the signature of Alec C. Green on those documents. The statement that she identified or passed on the document is incorrect.

Mr. Langsdale: Well, will you, for the Senator's benefit, read the question?

Trial Examiner Batten: Read the question, please.

(Question was read by the reporter.)

Trial Examiner Batten: Well, I think all that testimony was stricken out, was it not, except—

Mr. Langsdale: (Interrupting) The identification.

Trial Examiner Batten: (Continuing)—the identification and the signature.

A. They look like the photostats.

Mr. Langsdale: What ones? The ones that you saw the other day?

A. Of A, B, C—let's see who they are.

Trial Examiner Batten: Well, the original is here, is it not, Mr. Reporter? Here is the original 32-A, B, C, D, and E.

By Mr. Langsdale:

Q. Maybe you had better look at this. I withdraw, for your examination, the photostats, and hand you the original exhibit, Board's Exhibit 32-A, B, C, D and E, and ask you if you saw those exhibits the other day when they were handed to you by Miss Weyand?

[fol. 3875] A. I did, but this insert (indicating) is still in the wrong place.

Q. Well, that isn't the question. You saw them, didn't you? A. Yes.

Q. All right. You may just hold them and I will use these. Now, you were asked by Miss Weyand, this question with reference to this exhibit, 32-A, B, C, D and E:

“Question: Will you look at the exhibit, and tell me if you are acquainted with that document?”

And you answered:

“Answer: The filing of the document was discussed with me, I don't remember whether I just ever saw the document after it was completed.”

A. That's right.

Q. You did look at it then, when she handed it to you?

A. Yes.

Q. And then you were asked this question:

“Question: You participated in the preparation of the document through discussion with the persons who actually typed it up, did you?”

“Answer: I did.”

[—] Is that true?

A. Not the person who typed it up, but the one who had it typed up.

[fol. 3876] Q. Well, the reporter has it here, “The person who actually typed it up.”

A. I am sure I wouldn't have said that, because I didn't have anything to do with having it typed up.

Q. Do you think that answer, then, should be changed so it would read—

A. That would be correct, because I didn't have anything to do with the person who typed this up.

Q. Then, that would be some stenographer?

A. I would think a stenographer for Mr. Bachofer.

Q. Then, you were asked this question:

“Question: Does it represent a correct statement of the supervisory force of your company in November and December, 1940?”

“Answer: I would say that it does.”

Did you make that answer?

A. If it is in the record, I probably did.

Q. Well, anything wrong with that answer?

A. I think that this heading here directly tells what time this—

Q. (Interrupting) I am asking you if there is anything wrong with your answer to the question, “Does it represent a correct statement of the supervisory force of your company in November and December of 1940?”

“Answer: I would say that it does.”

[fol. 3877] A. Well, I think Miss Weyand put that answer in my mouth, is what I would say.

Q. Well; do you want to change the answer?

A. Well, certainly; I think this paper here has a heading telling when it refers to. I don't know why she wanted to put in November and December, but the heading here is very expressive of just what it purports to be.

Trial Examiner Batten: The question to you is, do you want to change this answer.

A. I say, it would be correct to leave it, as the heading of this insert specifies, that is the correct time.

By Mr. Langsdale:

Q. Well, does Exhibit 32-E represent a correct statement of the supervisory force of your company in November and December, 1940?

A. It simply says it would be the 20th—of my own knowledge I wouldn't know just what date this—whether it was in November and December—however, when a responsible person from my plant comes out and makes a statement and says it was December 20th, then I say it was December 20th.

Q. Were you looking at the statement when you answered the question?

A. I don't know whether I was or not.

Q. Well, it very plainly—

A. (Interrupting) I was confused by this date in front of me, being October 30th, these papers all being put [fol. 3878] together incorrectly confused me, Mr. Langsdale.

By Trial Examiner Batten:

Q. Mrs. Reed, the question was, were you looking at the date on top of Board's 32-E when you answered this question.

A. I may have been looking at the date, October 30th.

By Mr. Langsdale:

Q. You were asked this specific question:

“Question: Does it represent a correct statement of the supervisory force of your company in November and December, 1940.”

And you said:

“Answer: I would say that it does.”

Now, did you make that answer without looking at the statement?

A. I probably did.

Q. You think you did?

A. I don't know, but I know I was confused by these statements being put together in the wrong dates; this October 30th was — it was all something that came from the Government Board, and I was confused.

Q. Well, do you know whether you were looking at the statement when you answered the question as to whether or not it correctly represented your supervisory force?

A. I don't know whether I was or not.

Q. Is there anything about your answer that you would [fol. 3879] say is wrong?

A. I would say that the best answer on that would be to take this paper, that is made out by a reliable person, and sent in to a Government — oh, I don't know what they call them.

Mr. Reed: Department.

A. (Continuing) — department, as an actual fact, that it would be better than my memory.

By Mr. Langsdale:

Q. Well, is there anything wrong with your answer, that that list correctly represents your supervisory force for November and December, 1940?

A. I would say that this paper — this date would be more accurate in the way of telling it than just from my memory, because I didn't make these papers up; I didn't keep in mind a certain date; I have people down there, and it is their job to do it.

Q. Now, Mrs. Reed, I am going to keep asking the question until I get a direct answer, unless the Examiner tells me to desist. Does that list represent correctly your supervisory force for November and December, 1940?

Mr. Reed: I submit that the statement itself shows to the contrary. It is dated December 20th, the slip is, and it is made as of December 29th, if I remember right.

Trial Examiner Batten: Just a moment. I don't see anything inconsistent about the question, and the question [fol. 3880] to the witness is, does that list represent a correct list of the supervisory force during November and December, 1940, in the plant, if this witness knows, without any reference to this exhibit, Senator.

A. Well, of my own knowledge of an exact date, I wouldn't know.

By Mr. Langsdale:

Q. Well, why did you say you did know? You said, "I would say that it does."

A. Well, she hands me a paper here dated October 30th, and it is a very legal looking paper, and signed by people from my company that I have confidence in their honesty and integrity, and I also think a Government Board would have their papers straight, and I say the way this was handed to me confused me, and an answer was put in my mouth. With me looking at this December 20th, and then looking back here at this October 30th, I was confused.

Q. But, Mrs. Reed, you weren't asked that question. You were asked if that list is a correct statement of your supervisory force in November and December, 1940, and you said that you would say that it does. Now, did the way she handed that document to you mislead you into making a false answer?

A. It did — not a false answer, but an incorrect answer. I wouldn't make a false answer that I know of, Mr. Langsdale, any place.

[fol. 3881] Q. Then, your answer was based entirely upon that October 30th date, you say, and not from any information you yourself have, is that right?

A. That is right, I was confused by those two dates.

Q. And you don't have any information except what you saw on that document, is that correct?

A. I had no specific information. These changes that were made were all discussed with me, but I didn't personally put them into effect, and I don't know on just which date they were put into effect, Mr. Langsdale.

Q. Well, let me ask you this, was Nell Quinlan Reed president of the company in November and December, 1940?

A. I was.

Q. Was Lee Baty factory manager at that time?

A. He was.

Q. Was John B. Bachofer Controller at that time?

A. Yes, sir.

Q. Was Mr. C. W. Howard head of the New York Office at that time?

A. He was.

Mr. Ingraham: What date is that?

Trial Examiner Batten: It isn't making any reference to the exhibit, as I understand it.

Mr. Langsdale: No.

By Mr. Langsdale:

Q. Was Elizabeth Reeves merchandise manager in [fol. 3882] November and December, 1940?

A. Yes.

Q. Was Beulah Spilsbury chief of designing department?

A. Yes.

Q. Was Ella Mae Hyde personnel manager in November and December, 1940?

A. Yes.

Q. Was Ted Scoles supervisor, cutting department?

A. Now, he is one of the ones that the change was made on this December 20th.

Q. Now, Mrs. Reed, are you now willing to swear he wasn't supervisor of the cutting department in November and December, 1940?

A. I would swear that a supervisor, as we meant it in this instrument, he was not a supervisor in November, 1940, as we meant it in this instrument.

Q. I am not talking about as you meant it in that instrument. Was he supervisor of the cutting department in November and December, 1940?

A. Well, I say as we meant it in that instrument.

Q. How do you know what was meant in that instrument? You didn't get it up.

A. No, I didn't, but I know those supervision jobs were put into effect after we got our budget system up.

Q. You had a budget system long before that document [fol. 3883] was handed to you?

A. Yes.

Q. You had a budget system long before you talked to Mr. Bachofer, wherein you detailed the persons who were supervisors?

A. I didn't get that question.

By Trial Examiner Batten:

Q. Mrs. Reed, in this hearing several days before you ever saw Board's Exhibit 32, you told us that Mr. Bachofer had prepared some sort of a budget and called your attention to the fact some departments were loosely run.

A. That is right.

Q. Now, I think that is Mr. Langsdale's question.

By Mr. Langsdale:

Q. Didn't you say that was done in the latter part of November or the first part of December, 1940?

A. He discussed the budget with me.

Q. Didn't you say that was when you made the change?

A. No.

Q. You didn't say that in this hearing before you were shown that document?

A. I said I discussed the budget with Mr. Bachofer, but I didn't say when Mr. Bachofer put the budget into effect.

Q. Let's get you right. You say you didn't say you made the changes in the latter part of November, or the [fol. 3884] early part of December, 1940?

A. I wouldn't be able to say, because I didn't make them personally.

Q. Do you know when they were made?

A. I don't know exactly when they were made.

Q. Was Marvin Price the supervisor of the building maintenance in November and December, 1940?

A. No.

Q. Why do you say he was not?

A. Because I know that the first group of people that we had that were supervisors, or executives, which were asked for as exempted from the Wage and Hour Act merely included the top executives and the salesmen, and people that were considered professional people, and I believe that number was 49.

Q. Well, aren't these among the 49?

A. Some of them are.

Q. Aren't they all among the 49?

A. No.

Q. Which ones aren't among the 49?

A. Ted Scoles, Marvin Price, Lyle Jeter, Ella Brown, Florence Strickland, Martha Gray, Rose O'Leary, Pauline

Hartman, Harlan Justus, Helen Hauser, Betty Belter — I am not sure about Hilda — no, I am sure about Hilda.

Q. What about Dewey Atchison, assistant factory manager?

[fol. 3885] Mr. Reed: Let her answer the question.

Mr. Langsdale: She is skipping those names, Senator.

A. The first time that I, of my own knowledge, knew that Dewey was having any managerial work was when we began to put in some line production, and it was his own idea, and I said that we ought to hold him responsible for it.

By Mr. Langsdale:

Q. Well, was he one of the 49, Dewey Atchison?

A. I don't know. He hasn't been considered down there, more in the — he would be classed professional, because he has always been a special worker.

Q. Well, you never did class him in the class of a professional executive, did you?

A. Well, Dewey is one of these people who are difficult to classify, he has been an individual worker there for a good many years, until we got this line system going; to my knowledge, now, until we got to doing some special — certain special kind of work in there, to my knowledge, I didn't hold him responsible for any really managing job.

Q. Well, was Dewey Atchison assistant factory manager in November and December of 1940?

A. I don't know exactly when he was put in as assistant to the factory manager, but it may have been —

Q. (Interrupting) You saw the pay roll which Mr. [fol. 3886] Baty described him as assistant manager in December, 1937?

A. That was Mrs. Reeves, and he was assisting Mrs. Reeves, and I didn't know until I saw that, that he was called assistant factory manager.

Q. As long ago as June, 1937, he was described by Mr. Baty as assistant factory manager, wasn't he?

A. Well, that would be in June, 1935, that he was being —

Q. (Interrupting) 1937.

A. I thought that paper was dated June, 1935.

Q. Do you want to see it again?
 [fol. 3887] Q. You say the date here is June 1, 1937, Mrs. Reed? (Handing Board's exhibit No. 6 to the witness.)

A. Is Dewey's name on there as factory manager?

Q. Dewey Atchison— I don't believe it is. I think that is one on me.

A. I think you will find that paper was dated June 1935, when Mrs. Reeves was in charge of the plant, Mr. Langsdale.

Trial Examiner Batten: Board's exhibit No. 6, that was— a photostatic copy, I believe.

Mr. Langsdale: I don't believe his name is on this list.

(Addressing Miss Weyand) You take the list and see if it is there. (Handing Board's exhibit No. 6 to Miss Weyand.)

By Mr. Langsdale:

Q. But in 1935 he was assistant to the factory manager, was he not?

A. Mrs. Reeves called him that, but not to my knowledge. I had no personal knowledge of it.

Q. Well, he was one of the "big 4" who were meeting to see who should be fired and who kept working?

A. He has always been consulted on the kind of work to put through, what kind of machines to use, how many machines we had, and how much work we had from our orders for those machines, Mr. Langsdale.

Q. And to see who should be fired and who should be kept working?

A. Well, his—

[fol. 3888] Q. Now, wasn't that his duty in June 1937?

A. Wait, now,— Let me tell you. I know what Dewey has done. He has worked for me for a long time. We have depended on Dewey for information about the machinery we have to do certain work. He has also, at different times, compiled from our orders how much work of certain types we had, so that we could match it up with machines. But Dewey's help has always been from ideas instead of any managing responsibility.

By Trial Examiner Batten:

Q. Well, I thought this morning, in that old N. R. A. record—wasn't he one of the four that were mentioned as passing upon the people?

A. I am saying they would get his opinion and—The reason they would get his opinion, Mr. Batten, was to see how much—if we had a lot of double-stitching to do, he would be the one to know it and—

Q. Irrespective of what they got his opinion on, he was one of the four, was he not, Mrs. Reed?

A. But his opinion was always on the work.

Q. Whatever his opinion was on, he was one of the four mentioned by Mrs. Reeves, wasn't he, when she said they always got the opinion of these four people before they did anything?

A. That is right. But I am trying to say, Mr. Batten, the reason his opinion would be worth something was because of his knowledge of how much of a specific kind of work we had to get through and how many machines we [fol. 3889] had to do it with, and from that point of view.

Q. Well, of course, I didn't ask you why he is there.

A. I think you ought to let me explain.

Q. Mrs. Reed, I have no objection to your explaining. My only question to you was, was he one of the four mentioned this morning?

A. But it seems to me you ought to let me explain. It wasn't that he had personal control over the woman who was on the job, but he could tell us how much work we had of a certain type that this woman could do. We didn't lay off any double-stitchers if we had— /

Q. Mrs. Reed, I think you have explained that several times.

A. But it comes back all of the time, Mr. Batten, and it would seem that Dewey had control of managing the plant.

Q. No, we are not interested in managing the plant. We are interested in what these people did.

A. I am trying to explain it to you.

Q. Well, Mrs. Reed, you have already explained it several times. In fact, I think it was explained to Mr. Ingraham on direct examination and to Miss Weyand on cross-examination.

A. Well, Mr. Langsdale seems to want to know about it again.

Mr. Langsdale: I just don't want you to be confused about it, Mrs. Reed.

The Witness: I am not confused about Dewey. You are the one that is confused about Dewey.

[fol. 3890] By Mr. Langsdale:

Q. Didn't Mrs. Reeves testify:

"Nobody is let out of the Donnelly Garment Company unless four people pass on it."

Would you say that is true?

A. That was my general knowledge.

Q. Would you say this is true:

"Then that group of people are taken up with Mr. Atchison and Mr. Atchison discusses them very thoroughly and he sees what they have made and he knows the reasons about what happened each week because he analyzes each week our pay roll cards with the instructor and Mrs. Wherry."?

A. That wasn't my testimony, was it, Mr. Langsdale?

Q. I asked you if that was true. That was Mrs. Reeves's testimony.

A. I told you Mrs. Reeves was running the plant, and as to all of the details, I don't keep track of them. Now, she testified in that case that that was the way she handled it. She was in charge of the plant, and it was all right with me if that was the way she handled it.

Q. I asked you if it is true that that was the way she handled it?

A. Well, of my own knowledge, I don't know, because I didn't check up on her about it.

Q. Did you have any information at all that what Mrs. Reeves said was the system down there wasn't the system?

A. If she said it was the system she had there, I would [fol. 3891] say she would tell the truth about it.

Q. Mildred Francis was assistant to the president in November and December 1940, was she not?

A. Well, she—

Q. If she ever has been?

A. Well, she is.

Q. She is your secretary, isn't she?

A. She has been my secretary and now I consider her my assistant. She is doing many things for me. She has taken over certain things to do for me.

Q. Was Hilda Fitzgerald the chief of the designing department in November and December 1940?

A. She is head designer.

Q. She is described here (indicating exhibit) as "assistant to Chief of Designing." Is that correct or not?

A. That would be correct. Miss Spilsbury is the chief of the designing department.

Q. Was Fred Brown, in November and December, assistant to the cutting supervisor?

A. I know that these supervisory jobs were definitely put in effect on December 20, as it says here (indicating exhibit), because Mr. Bachofer told me that they were.

Q. Do you, then, say Hilda Fitzgerald was not assistant to the chief of the designing department in November and December 1940?

[fol. 3892] A. Well, no, I wouldn't say that.

Q. Do you say Fred Brown was not assistant to the cutting supervisor in November and December 1940?

A. I would say he was made that on December 20, because I have before me a paper that Mr. Bachofer got up, and it says he was made that on December 20.

Q. I don't think it says that, Mrs. Reed. It doesn't say you were made president on that date, does it?

A. No.

Q. It says—

A. Well, I know, of my own knowledge, in working with Mr. Bachofer, when he got up the budget system, we were going to put these people in a responsible position, and I know that before this budget system was put into effect Fred Brown was not considered in any supervisory capacity.

Q. Is there anything on that document that tells you when this budget system went into effect?

A. Well, the understanding I had with—

Q. I am asking you the specific question, is there anything on that document that says anything about any budget system?

A. This doesn't say anything about the budget system, but I know this budget system was to go into effect at the

time this report was to be made to the Wages and Hours Division.

Q. Why do you pick on December 20 for the other executives, when you have been president for many years? [fol. 3893] A. Because I know I have been president for many years, and I know these supervisors were not considered supervisory until this budget system was put into effect.

Q. But you were telling this to the Wages and Hours administration, that you were president as of December 20, 1940?

A. They asked for a tabulation of the people that covered the form that was turned in to them December 20.

Q. That's it.

A. And this form included all of the executives who had always been executives, and also included the people to whom we had given supervisory powers under our budget system.

Q. Had Cecile Ealy been the assistant to the factory manager in November and December 1940?

A. No. She came in under the budget system.

Q. What budget system?

A. The budget system we put in our plant.

Q. And she wasn't assistant to the factory manager in November and December 1940?

A. I don't know what date exactly—

Q. That is what I am asking you. You haven't produced any budget records here. Why do you pick on December 20 as being the date the budget system went into effect?

A. Because Mr. Bachofer makes the statement here, asking that certain people be exempt from the wage and hour law on December 20; and I take it he would have asked [fol. 3894] for that exemption at the time he would get his budget system going.

Q. And that would include Nell Quinlan Reed, Lee Baty, and John B. Bachofer—

A. It doesn't say in here that we formerly made a statement. On that first statement that was made, the Wages and Hours didn't ask us for a statement of who was on there. That first one was made of the Donnelly Garment Company and the Donnelly Garment Sales Company, and then, when they asked for the second one, they asked us

that, after we turned that first one in. My understanding is—now, this is what Mr. Bachofer told me—they asked for a statement of separate—to have the Donnelly Garment Company and the Donnelly Garment Sales Company make separate returns, and then when they were turned in they asked him for a list of who was covered on that. We were never asked for a list covering October 30—

Q. Do you know why they wanted a list of your supervisory employees?

A. I don't know. Maybe the Labor Board wanted them. I don't know.

By Trial Examiner Batten:

Q. Well, Mrs. Reed, what do you mean by that remark, "maybe the Labor Board wanted them"? What do you mean by that? You knew this was not going to the Labor Board, didn't you?

A. I certainly didn't have any idea. I thought whenever we turned in a paper—

[fol. 3995] Q. Just a moment, Mrs. Reed, please.

A. Can't I say that—

Q. Just a moment. My question to you was, you knew this was not going to the Labor Board, didn't you?

A. I had no idea it was. I didn't know the boards exchanged papers.

Q. Then, why did you say, "maybe the Labor Board wanted it"?

A. Oh, I was just making a facetious remark, Mr. Examiner. I apologize.

Mr. Stottle: Mr. Examiner, it has reached the Labor Board.

Trial Examiner Batten: Yes, but that does not justify the comment that at the time maybe the Labor Board wanted it. I think Mrs. Reed realizes that that perhaps was a side remark, and I think she has very nicely and very womanly, in a ladylike manner, disposed of it, Mr. Stottle, and I do not care to continue it any further.

(Thereupon the last question was read by the reporter as follows:

"Do you know why they wanted a list of your supervisory employees?")

[fol. 3896] A. I don't exactly know why they did. I suppose that was a part of their procedure, but I don't know.

Q. You have no notion at all? Did any one of your attorneys tell you why they had any right to demand it?

A. There was a law passed that certain regulations of workers—

Trial Examiner Batten: Are you familiar with the wage and hour law, Mrs. Reed, yourself?

A. I am not familiar with it enough to discuss it.

By Mr. Langsdale:

Q. Well, paragraph 6 of this form contained on exhibit No. 32-C has this statement, "Total number of employees whom your firm considers exempt from provisions of the Act."

Did you know why they were exempt from the provisions of the act, the people that you listed as executives?

A. I had a general understanding that certain people were exempt if they had certain supervisory duties, but, Mr. Langsdale, I never analyzed the Act, or never—

Q. Exempt from what, Mrs. Reed, do you know?

Mr. Reed: Let her answer.

A. Exempt from the Act, from the workings of the Act, or whatever—

By Mr. Langsdale:

Q. Of course your supervisory employees were paid much more than the minimum scale provided by the Act?

A. Everybody in my place was paid much more than the minimum—

[fol. 3897] Q. So, from what provision would these executives be exempt—

Trial Examiner Batten: Mr. Langsdale, just a minute, please.

Read the answer this far, please.

(Thereupon the last answer was read by the reporter.)

A. (Continuing) —required by that Act.

By Mr. Langsdale:

Q. From what provision of the Act did you understand these executives would be exempt?

A. I didn't analyze the Act myself, Mr. Langsdale.

Q. Well, Mrs. Reed, Ted Scoles, you say, became a supervisor of the cutting department when? Have you any personal knowledge as to just when he became supervisor of the cutting department?

A. The only personal knowledge I have is the understanding I had with Mr. Bachofer in putting in the budget system. Now, when we put that budget system in, I didn't go into anything about the Wages and Hours Act. The budget system was put in to improve the workings of our business.

Q. Do you know when Ted Scoles became supervisor of the cutting department?

A. I do not, of my own knowledge.

Q. Ted Scoles is not with you now, you say?

A. He is not.

Q. When did he leave your employ?

A. I think, last fall.

[fol. 3898] Q. Do you know where Ted Scoles is?

A. No.

Q. Have you any idea?

A. I have not, of my own knowledge. I have heard that he is in Chicago.

Q. Do you know what his salary was on December 20, 1940?

A. I don't know the exact amount. It was maybe \$70 or \$75, or somewhere around there.

Q. Had he had an increase within the year prior to December 20, 1940?

A. I really don't know.

Q. You have no information at all about that?

A. I don't recollect the increases for people in the plant. Mr. Baty would bring a list up that he would recommend, and he would go over them and give me reasons at the time, and if we agreed on those raises I didn't do anything more about them; he would put them into effect.

Q. Do you have any recollection of Mr. Baty talking to you about any increase in Ted Scoles's salary within a year prior to December 20, 1940?

A. I don't remember that now, Mr. Langsdale.

Q. Have you any recollection at all with reference to that matter?

A. Within what time?

Q. A year prior to December 20, 1940.

A. I don't remember any discussion about it.

[fol. 3899] Q. Now, I am sorry, but I have forgotten what your recollection is as to Ted Scoles' salary on December 20th, 1940.

A. I said that I didn't actually recollect what it was.

Q. Did you say you had some thought about it?

A. I think that wouldn't be very far off from \$75 a week, either under or over.

Q. Well, this pay roll record introduced into the hearing in 1939 showed that Ted Scoles was getting a bi-monthly salary of \$119.17.

Mr. Ingraham: What page is that?

Mr. Langsdale: That is on page 4745.

By Mr. Langsdale:

Q. \$119.17, that would be about \$238.34 a month. Was that ever increased after April 30, 1937?

A. I am inclined to think that it was.

Q. Do you know when?

A. I do not.

Q. Have you any recollection at all as to how much it was increased?

A. I really don't know, Mr. Langsdale.

Q. Can you give me any information as to why his salary would be the odd sum of \$238.34?

A. Because it would be based on a weekly basis, and then when they put it bi-monthly, it would make it in an odd amount.

Q. You have no definite recollection that his salary was [fol. 3900] ever increased after the 30th of April, 1937?

Mr. Reed: I object to that as repetition. It has been gone over three or four times.

Trial Examiner Batten: The question now is whether Mrs. Reed has any definite knowledge. I understood her prior answer to indicate she was under the impression she didn't know when, but would you be able to recall the amount, is that it?

A. Well, hardly anybody was there three years without a raise.

By Mr. Langsdale:

Q. Do you know definitely who received any increases after the 30th of April, 1937?

A. Well, Mr. Langsdale, these increases in salaries would be taken up with me at a certain time by someone like Mr. Baty or Mrs. Reeves or Mr. Bachofer, and at the time we would go over it and settle it, and then I dismissed it from my mind.

I didn't tell the persons they were to get a raise, I didn't tell the persons in charge of the pay roll to give the raise. The one that came to me about it would put it into effect, so I just dismissed those things from my mind, and I really don't remember just when a raise was given, and particularly to a specific person.

Q. Well, then, is your answer that you don't know whether he ever received a raise after April 30th, 1937?

[fol. 3901] A. Well, of my own knowledge of giving him a raise at a specific time after that date, I don't know.

Q. Marvin Price, do you know what his salary was on the 20th day of December, 1940?

A. I would say around \$70.

Q. Well, had he received any raise for the one year next preceding December 20th, 1940?

A. I have no remembrance of a specific time or a specific raise, of my own knowledge.

Q. Do you know whether or not he had been raised since April 30, 1937?

A. I don't remember specifically.

Q. Lyle Jeter, do you know his salary December 20th, 1940?

A. Not exactly. I know that Lyle has gotten more raises comparatively, because he came there later, and he came in as just an ordinary mechanic, and he showed he was a very good mechanic, and did some very clever things, and I know that he was raised rather often.

Now, just specifically when and how much I couldn't tell you.

Q. Well, have you any recollection as to whether or not he was raised within the one year next preceding the 20th of December, 1940? A. No.

Q. Ella Brown, do you know her salary on December [fol. 3902] 20th, 1940? A. Not exactly.

Q. Do you know whether she had received any raise in salary for the one year next preceding December 20th, 1940?

A. Not of my own knowledge, at that particular time.

Q. Florence Strickland, do you know her salary on December 20th, 1940? A. Approximately.

Q. What? A. \$80.

Q. Had she received any increase in salary for the year next preceding December 20, 1940? A. I don't believe so.

Q. Has she received any increase since that time?

A. I am not sure. I don't know.

Q. Martha Gray, do you know what her salary was on December 20th, 1940? A. Around \$40 a week.

Q. Had she received any increase prior to that—one year prior to that?

A. I don't know, Mr. Langsdale.

Q. Has she received any increase since that time?

A. I am not absolutely sure.

Q. Rose O'Leary, do you know what her salary was December 20th, 1940?

[fol. 3903] A. I am not absolutely sure what it was.

Q. Do you know whether she had received any increase for the year next preceding December 20, 1940? A. No.

Q. You mean you don't know, or she didn't?

A. I don't know about a particular date, about a particular person, when they received—

Q. (Interrupting) I am just asking you, if you do know.

Mr. Reed: Let her answer.

Mr. Langsdale: Isn't she through, Senator?

Mr. Reed: She was not.

Trial Examiner Batten: Have you completed your answer, Mrs. Reed?

A. Well, I hadn't quite completed it. I think Mr. Langsdale,

Trial Examiner Batten: (Interrupting) Well, will you read it thus far, please?

Mr. Langsdale: I thought you were through.

(Answer read by the reporter.)

Trial Examiner Batten: Will you complete your answer? A. When they received an increase.

By Mr. Langsdale:

Q. Well, then, you don't know whether she received an increase during the year next preceding December 20, 1940? A. I do not.

[fol. 3904] Q. And you don't know whether she has received any increase since that time? A. Not for sure.

Q. Pauline Hartman, do you know what her salary was on December 20, 1940? A. Not exactly.

Q. Can you approximate it?

A. I would say around \$50.

Q. \$50 a week? A. Yes.

Q. Had she received any increase during the year next preceding December 20, 1940?

A. I don't know, Mr. Langsdale.

Q. And has she received any since that time?

A. I will tell you I don't keep track of those raises.

Q. I understand your answer—

A. (Interrupting) The total of them.

Q. I understand your answer, Mrs. Reed. I want to ask you that with reference to these persons, I'll group them and ask you if your answer will be the same about these people, and we can save time, if it would. I want you to tell me whether or not any of these people have received an increase during the year next preceding December 20, 1940: Harlan Justus, Helen Hauser, Betty. [fol. 3905] Belter, Dewey Atchison, Mildred Francis, Hilda Fitzgerald, Fred Brown, Cecile Ealy, Lena Tyhurst, Katie Schleicher, Lula Nichols, Nellie Kraft, Yolanda Prosperi, Gertrude Cain:

A. I don't know whether they received any raises prior to the year next preceding; I am sure they have received raises since that time.

Q. Well, will you tell me the one or more in the list there that have?

A. I couldn't tell you which, but of all these people you mentioned, I know that some of them have received raises since 1940, since December, 1940.

Q. But you have no information of any one of them having been raised in salary for the year next preceding December 20, 1940?

A. No, we hadn't had a very good year, and I wouldn't think there would be very many raises then.

Q. Now, Mildred Francis, do you know whether or not she was a member of the union, the Donnelly Garment Workers' Union?

A. I don't know. I don't think she was.

Q. I have no recollection about it myself; that is the reason I didn't ask about her. Taking all these names I have read you from Exhibit 32-E, can you tell any one of them that has been raised any time since January 1st, 1940, we will say?

[fol. 3906] A. I think most of them have, because our production has increased, and our business has been more profitable, and I am very sure practically all of them have had some increase.

Q. When?

A. Oh, different times, as their department improved, and as our business improved.

Q. Well, your recollection is that none of them received any increase during the year 1940?

A. That would be my recollection.

Q. Now, these people are your supervisors, as shown by this list, some of them at any rate. Had you ever paid Ted Scoles any overtime?

A. I would certainly think that he would be paid overtime.

Q. When? A. If he worked overtime.

Q. In 1940? A. I would say so.

Q. Well, do you know? A. I don't know.

Q. Your supervisors get paid for overtime, the same as your other employees?

A. The people in responsible positions, and who have a responsibility of their departments, are not paid overtime; their compensation is supposed to be in their salary.

Q. Well, wasn't Ted Scoles in a responsible position in [fol. 3907] December, 1940?

A. He was put in a responsible position at that time.

Q. Well, did he get overtime after that?

A. I would say that he didn't.

Q. Do you know whether or not he did?

A. I am sure that he didn't.

Q. Did he receive any overtime prior to that?

A. If he worked I would say he would.

Q. Have you any knowledge of it? A. I haven't.

Q. Marvin Price, Lyle Jeter, Ella Brown, Florence Strickland, Martha Gray, Rose O'Leary, Pauline Hartman, Harlan Justus, Helen Hauser, Betty Belter, Dewey Atchison, Mildred Francis, Hilda Fitzgerald, Fred Brown, Cecile Ealy, Lena Tyhurst, Katie Schleicher, Lula Nichols, Nellie Kraft, Yolanda Prosperi, Gertrude Cain, do you know whether those people were paid overtime in any part of the year 1940?

A. I am sure Mildred Francis was not paid any overtime, and I don't believe Dewey Atchison was. I don't know whether these people worked any overtime. I don't keep the time.

Q. Well, do you know, Mrs. Reed, whether any of them was paid any overtime during the year 1940?

A. I don't know; Mr. Bachofer would certainly know. I have nothing to do with seeing who was paid overtime.

By Trial Examiner Batten:

Q. Mrs. Reed, as a matter of fact, you wouldn't know [fol. 3908] if they were?

A. No, I wouldn't know if they were being paid overtime.

Q. In other words, your answer to the question is you don't know, isn't that right? A. Yes, it is.

Mr. Langsdale: Now, what I am getting at, Mrs. Reed, is this: if you don't know when this overtime was filed out, and you say you consulted with the man who made it out, that the reason for disclosing to the Wage and Hour Administration the names of those whom you were claiming to be supervisors was so that they would be exempt from the provisions of the Wage and Hour Act?

A. I wouldn't say that.

Mr. Langsdale: Did you know when this list of executives was given to the Wage and Hour Commission by

[fol. 3909] Mr. Green, or by whoever it was, that gave it to the Wage and Hour Commission for the Donnelly Garment Company, that it was being given to the Wage and Hour Commission, so that the Wage and Hour Commission would know that they were executives, and you wouldn't have to pay them overtime?

A. Will you read that question again, it is so long.

By Trial Examiner Batten:

Q. Well, Mrs. Reed, did you know when this list was prepared and sent in that it was for the purpose of exempting these people from overtime payments?

A. I don't remember that this list was discussed with me, that it was for the purpose of not paying overtime; I thought it was in compliance with the law that the Wage and Hour people put out, and then you have to comply with that law, except that if you have certain employees that are in certain positions, they don't come under that law, and the Wage and Hour department sends blanks to fill in; and I think they say something about complying with it, and then how many people that we consider didn't come under that law.

Q. Then you didn't realize at the time, Mrs. Reed, that by preparing this list and sending it in, it would remove those people from the operation of the law? You understood that, did you?

A. I don't remember that this was discussed with me, with any great detail.

[fol. 3910] Q. Well, whether it was or not, my question to you was, did you know at the time the list was made and sent in that by sending it in, these people would not be subject to the Wage and Hour Act? Did you know that?

A. I don't right now recall that I had anything to do with sending in that form.

Q. Well, let's assume that you didn't. I understood your testimony to be that you were consulted about it, were you not?

A. I would be consulted; Mr. Bachofer would probably say, "I am filling out a form and sending it in, and asking these people be exempted from the Wage and Hour Law—", yes, I would be consulted on that.

Q. Then, my question to you is, did you know that by sending in a list—not this list, but sending in any list of

supervisors, that it removed them from the operation of the law, did you know that?

A. Well, I will say I did.

Q. Well, I don't want you to say it if you didn't.

A. Well, it is sort of one of those things, I didn't bother very much about it.

Mr. Langsdale: Well, Mrs. Reed, let's get onto something maybe a little simpler. This form that your company furnished the Wage and Hour Administration on December 20th states there were 1090 people in the employ [fol. 3911] of the Donnelly Garment Company.

Trial Examiner Batten: Will you get the original and refer to the number of the Exhibit, Mr. Langsdale, please? I believe that is Exhibit 34 or 35, one of the other.

Mr. Langsdale: That is 32-C.

Trial Examiner Batten: 32-C. You are still using 32?

Mr. Langsdale: Yes.

Trial Examiner Batten: It should be right here.

(Here Mr. Langsdale hands Board's Exhibit 32-C, original, to witness.)

By Mr. Langsdale:

Q. Will you turn to Board's Exhibit 32-C? How many people does 32-C show here on the pay roll of the Donnelly Garment Company, on October 30, 1940? A. 1090.

Q. Now, do you know whether that included those in the employ of the Sales Company or not?

A. My information is that it does—or did, rather.

Q. That is, the 1090 is the total number of employees on the pay roll of both companies?

A. Apparently that is true.

Trial Examiner Batten: Well, I think Mr. Ingraham said it was true, was it not?

Mr. Ingraham: That was my information.

By Mr. Langsdale:

Q. Pardon me. I notice in 35-C, which is the return for the Sales Company, there are 117 employees. Would [fol. 3912] the 1090 include that 117 in your opinion, Mrs. Reed?

A. Well, in October it was probably a low time, we don't employ new people usually until we begin building up our force in December, and usually people leave, and we don't reemploy new people in the fall, because that is the time we have the least amount of business and we try to give our old employees all the work there is, so in October that would probably be a low number of employees, so, including that 117— I couldn't say that that exact number of persons would be included. There may be some of that 117 that would be new employees, but my understanding is that this first form would include the Donnelly Garment Sales Company and the Donnelly Garment Company.

Q. Well, now, maybe you are confused, and it seems to me to be some little confusion here. 32-D shows a total number of employees of 1100.

A. It says approximately 1100.

Q. Yes. Well—

A. (Interrupting) This might be—you see, there is 1090 there, and on the other place they use the word "approximately", and I suppose they used the figure 1100 instead of 1090.

Q. Now, looking at that same paragraph on 32-C, it says, "Total number of employees whom your firm considers exempt from the provisions of the Act. (Refer to Employers' Digest)", and then they have written in there [fol. 3913] "Includes salesmen" 49. A. Yes.

Q. At that time you didn't furnish a list to the Wage and Hour Administration, did you?

A. I didn't furnish this at all, this was gotten up in my office.

Q. Well, did anyone for your company furnish the list on October 30th, 1940, of the 49?

A. My understanding is they didn't ask for a list, and there are no blanks on here, telling you to fill in a list. They filled out what they were asked to do, Mr. Langsdale.

Trial Examiner Batten: Then, so far as you know, Mrs. Reed, no list was furnished at that time?

A. That is as far as I know, there was not any furnished. There is no place on this bank to put a list, I don't see a request for a list.

By Mr. Langsdale:

Q. Well, do you know personally whether or not, after you furnished this document without giving the list of the 49 employees, whom you considered exempt, that the Wage and Hour Administration requested that you furnish that list?

A. I have never heard that they requested them to be furnished a list of these 49.

Q. Do you know who the 49 were?

A. I don't know exactly who they were. We have 27 or [fol. 3914] 29 salesmen; I can furnish you a list of them, Mr. Langsdale, but I couldn't tell you that exactly.

Q. There are only 29 on the Donnelly Garment Company 32-E as of December 20th. Do you know who the other 20 were, if this 29 is part of the 49?

A. I don't know what part the 29 were of the 49.

Q. You can furnish the list of people? A. Yes.

Q. That is, who were meant by the 49?

A. That's right.

Q. Where can you get that?

A. I can get it at my office.

Q. From whom? A. Mr. Bachofer.

Q. Up to now, the list of that 49 has never been furnished to the Wage and Hour Administration, so far as you know?

A. So far as I know they have never asked for it.

Q. Well, if you will look at this paragraph on 32-E, at the top of the page, it reads, "Pursuant to your request of December 29th, the persons coming within the provision of the second part of Paragraph 6 of the questionnaire as at December 20, 1940, are as follows:" Now, the second part of Paragraph 6, "Total number of employees whom your firm considers exempt from the provisions of the Act," and you say 49?

[fol. 3915] A. But that was dated October 30th, that first one, and here it says, "Pursuant to your request of December 29th."

Q. Yes, but you didn't furnish them on October 30th.

A. They didn't ask for it.

Q. How do you know?

A. Well, I know they would have furnished it if they had been asked.

Q. Mrs. Reed, do you know, yourself, they didn't ask for it?

A. I have been informed by Mr. Bachofer they didn't ask for it.

Q. Was that what they were asking for on December 29th?

A. No. The man, as I understand it, came down some time late in the month, and I don't know whether we had turned in these December 20 ones or not, but they wanted,—the Wage and Hour people wanted our returns separately, but I don't know when they made that request.

Q. Well, you do know from reading these documents and from talking with Mr. Bachofer on October 30th, you filled out this form, 32-C, and stated you had 49 people exempt?

A. That's right, including 29 salesmen.

Q. And you do know, on this document filled out in December, it says this, "Pursuant to your request of December 29th, the persons coming within the provisions of [fol. 3916] the second part of Paragraph 6 of the questionnaire as at December 20, 1940, are as follows"?

A. Yes.

Q. Now, you didn't fill out any other form like 32-C on December 20th, did you? Mr. Bachofer didn't either, did he?

A. I don't get what you are talking about, Mr. Langsdale.

Q. What I am talking about is this, have you got it from Mr. Bachofer or anyone else that 32-E was simply to complete 32-C and give the Administration the information that was not given to them on October 30th?

A. No. It says very plainly it is pursuant to "your request of December 29th."

Q. I understand that.

A. "Within the provision of the second part of paragraph 6 of the questionnaire as at December 20th." So he certainly would have understood it was the December 20th questionnaire that they were asking for this detailed information about.

Q. Now, the second part of Paragraph 6 is where you see "49" without giving the names, isn't it?

A. They didn't ask for the names, Mr. Langsdale.

Q. Do you know why they did ask for the names on December 29th and didn't ask for them on October 30th?

A. I do not; furthermore, I was under the impression [fol. 3917] that all these documents that you put in — given to one division of the Government, was confidential.

Q. Why were you under that impression?

A. I was under that impression. I thought this information asked for is confidential. Mr. Bachofer brings different things to me, and says they are supposed to turn those in, I wouldn't want everyone to know about my business.

Q. Did you mind the Labor Board knowing about this document?

A. Well, I didn't mind it, but I think it is rather strange.

Q. Would the document have been any different if you had known it was going to be produced here in evidence?

A. No.

Q. And do you think the company was injured any by the Labor Board getting the document you filled in for the Wage and Hour Board?

A. No, I do not; it just seemed queer to me.

Q. Does it seem queer to you that one department of the Government might co-operate with another department?

A. I thought when the Government was asking for so much information about your business they kept it confidential.

Q. And wouldn't violate your confidence by letting another department of the Government, which is charging you with violating the law, have the information that might [fol. 3918] be valuable to that department?

A. My understanding has been that you fill out papers, to go to one department of the Government, giving information about your business, that it is kept confidential.

Q. As far as that is concerned, it could be hidden from another department?

A. Well, I don't know as you would hide things, but it is confidential.

Q. There is nothing confidential about this, is there, 32-E?

A. I don't think there is anything confidential, but I just think it is strange.

Q. You would rather the Labor Board wouldn't have gotten it?

A. No, I think it is perfectly all right, if they wanted it. I want this Board to know everything possible about my business; I think if they do know it all, I wouldn't have any trouble, Mr. Langsdale.

Miss Weyand: I don't know whether it is proper for the record to show for the witness' information, but the National Labor Relations Act does make provisions for the Labor Board to secure information from other government agencies.

Trial Examiner Batten: I don't think we need to spend any time on that. May I say this Mrs. Reed --

Mr. Langsdale: (Interrupting) What I wanted to [fol. 3919] know was Mrs. Reed's idea about it.

Trial Examiner Batten: I think that all the attorneys know, of course, and realize that all the different Government departments co-operate unless they have a provision which prohibits, makes secret, you might say, as some laws have, information received by those departments.

By Mr. Langsdale:--

Q. Now, let me get back to your testimony about this Exhibit E.

Trial Examiner Batten: Just a minute. If you are going to ask her some more about the exhibits, I wanted to look at them, Mr. Langsdale.

By Mr. Langsdale:

Q. Now, the last answer you made that I have referred to on this examination is as follows:

"Question: Does it (referring to 32-E) represent a correct statement of the supervisory force of your company in November and December, 1940," and your answer is,

"Answer: I would say that it does."

(Colloquy)

"Answer: This is made up as of October 30, 1940, I would say it was close to November or December, 1940."

Did you make that answer?

Mr. Ingraham: What page is that?

Mr. Langsdale: 3538.

A. I still say the improper inserting of the list in that October 30th document confused me as to the dates at [fol. 3920] the time.

By Mr. Langsdale:

Q. Mrs. Reed, your answer here was that it was. You say this was made up as of October 30th, 1940?

A. I would say it was very close.

Q. November or December, 1940, did you make that answer?

A. I apparently did.

Q. Was that true?

A. I wasn't sure about what time it was.

Q. Well, you weren't saying then that it was October 30th, were you? You said it was November or December.

A. I know we had discussions about this budget system in November or December, but it turned out to be that it was December before it was put into effect.

Q. Well, you did make this answer at that time?

A. I did.

Q. "I would say it was very close to November or December, 1940"?

A. Yes.

Q. And you believed that when you made that answer?

A. Well, I say it turned out to be December; that is probably as close as I can get to it.

Q. Again, let me ask you if, long prior to the introduction of 32-C you didn't state the change in status occurred in November or December, 1940?

[fol. 3921] A. I said we discussed it at that time.

Q. What did you do besides discussing it?

A. Well, I know that one thing came up, that putting some of these new arrangements into effect was a matter of whether Mr. Baty could go on the hunt; we usually go up to Michigan and hunt the last two weeks in November, and we have a place up there, and Mr. Baty has been in the habit of going, and he told me if he changed the responsibility of these instructors before he left, he couldn't go on the hunt, because he wanted to be there himself when this additional authority was given to the instructors, and so

I said, "Well, I think you'd better come along on the hunt, there isn't any heavy manufacturing now, and as a matter of fact, I had rather be here myself when this additional authority is given, so if there is any question about it, we will both be here," and I know that I left for the hunt about the 10th of November, and I wouldn't have gotten back until after the 1st of December.

Q. Now, the number of employees in December, 1940, was about 1090?

A. I believe it was in October, Mr. Langsdale.

Q. October 30th, 1940?

A. Yes.

Q. Did that increase or decrease in December?

A. I would be inclined to say it increased.

[fol. 3922] Q. How much?

A. I don't know.

Q. Have you any idea how much it increased?

A. No, I really haven't.

[fol. 3923] Q. As much as 100?

A. It could.

Q. Do you think it would?

A. I hardly think it would.

Q. Would 50 be closer?

A. Of my own knowledge, I don't know, but I know that usually we begin to employ new people and get our force up beginning somewhat in December.

Q. At any rate, it was 2 or 3 hundred fewer than in May 1937?

A. May 1937 would be at the height of the season, and this time in October would be at the very lowest point, in my opinion.

Q. In May 1940, how many employees would you say you had?

A. I don't know exactly. Somewhere around 1,200, I suppose, or 1,300.

Q. About the same as 1937?

A. There might have been some more.

Q. When did you go on this hunt?

A. I don't know the exact day, but we asked our guests to be there on the 13th—

Q. The 13th of what?

A. Of November. —and I tried to be up there a day or two before, and it takes a day and a night to get there.

Q. Now, you had discussed this budget matter prior to that, had you?

[fol. 3924] A. Yes.

Q. As early as October?

A. I don't remember that I discussed the budget matter. I discussed the budget matter, but I didn't do anything very definite about it.

Q. Mr. Bachofer was the one who brought that to your attention, wasn't he?

A. Yes.

Q. And suggested that you make these changes?

A. Yes.

Q. Where were you when he made that suggestion to you?

A. I probably was in my office.

Q. Is it your recollection that you were in your office?

A. I don't remember exactly, but I would think it was in my office..

Q. Do you remember who was there when you made the suggestion, besides you and Mr. Bachofer?

A. About the budget system?

Q. Yes.

A. My remembrance now would be, when he first talked to me about it I don't remember that anybody else was there.

Q. Did you have more than one talk about it?

A. Yes, we had numerous talks about it.

Q. Who was present at any time besides you and Mr. Bachofer?

[fol. 3925] A. I don't remember that anybody was.

Q. Ever?

A. I don't specifically remember.

Q. How did he bring the matter to your attention?

A. Well, he often comes into my office to discuss with me the different situations of the business. This budget system had been suggested to me before, but I didn't—

Q. By whom?

Mr. Reed: Let her answer.

A. Oh, I don't remember. Perhaps by Mr. Bachofer. I think when he first came to our place he thought we ought to have a budget system.

By Mr. Langsdale:

Q. But this is the budget system out of which grew a change in the authority given to certain people in your plant?

A. Yes.

Q. Now, did you and he just sit down and talk it over by yourselves?

A. The budget system we did, yes. He presented me with the idea, and I would say that he persuaded me that that would be the thing to be done.

Q. Did he do it in writing or orally?

A. No. Just talked to me about it.

Q. He never did present you with any written document suggesting who should be made supervisors who were not supervisors before?

[fol. 3926] A. I don't remember whether he had any written documents. I know that he went down the line, more or less, of different departments, and said he thought the expenses in these departments were too high, and that if we would hold some specific person responsible and more people that were right on the job were responsible, that we would be able to reduce the overhead.

For instance, Miss Spilsbury was in charge of all patterns and designing, and then she had a little office that took care of the purchases of the materials she used in the designing department, and in that little office they made up this information for the merchandise department and they got up original costs. There were many activities, and Miss Spilsbury was in general charge, but she was away a great deal of the time, and Mr. Bachofer thought if we would put certain specific people in charge of smaller activities, that those people would feel responsible and do a better job.

Q. But he never did give you any written report on Ted Scoles, Marvin Price, Lyle Jeter, Ella Brown, Florence Strickland, Martha Gray, Rose O'Leary, Pauline Hartman, Harlan Justus, Helen Houser, Betty Belter, Dewey Atchison, Hilda Fitzgerald, Fred Brown, Cecile Ealy, Lena Tyhurst, Katie Schleicher, Lulu Nichols, Nellie Kraft, Yolanda Prosperi, or Gertrude Cain?

A. Now, will you please read your question? I was distracted by all of those names.

Mr. Langsdale: Read the question, please.

[fol. 3927], (Thereupon the last question was read by the reporter.)

Q. —as to why they should be given supervisory authority which they didn't have prior to that time?

A. No.

Q. Did he give you any written authority as to why he thought all of these instructors should be given back some of the authority they had prior to the time Mr. Baty took it away from them in July of 1935?

A. Mr. Langsdale, there would be no point of his writing a lot of stuff if he had me there to talk to.

Q. I am asking you, did he?

A. I don't remember that he ever did.

Q. What do you call Mr. Bachofer down there, his title?

A. I suppose, comptroller.

Q. Doesn't he make reports to you?

A. He reports to me verbally. He brings along, sometimes, a certain list of expenses, and he will say that a certain department has cost so much last month, or our expenses are so much.

By Trial Examiner Batten:

Q. Mrs. Reed, as a matter of fact, he makes regular reports to you, doesn't he, on income and outgo? If he is a comptroller, doesn't he make you regular financial reports?

A. He doesn't make me regular—oh, reports like I used to get. A long time ago we had an accounting firm— [fol. 3928] Q. My point is, doesn't he make you a regular report on the financial status of the company, as a comptroller?

A. You may think it is queer, but he doesn't. I go over with him certain records that he has and—

By Mr. Langsdale:

Q. You mean he doesn't give you any—

Mr. Reed: Let her answer.

Mr. Langsdale: Pardon me, Senator. I thought she had finished.

Trial Examiner Batten: Read the question and answer.

(Thereupon the last question by Trial Examiner Batten, and the answer, were read by the reporter.)

A. He brings records into my office and shows me the progress we are making, or certain records that he has, but to just file records with me, he doesn't do that; he keeps everything himself. I don't get a financial—

By Mr. Langsdale:

Q. Are there any stockholders?

Mr. Reed: Now, let her answer.

Trial Examiner Batten: Had you finished, Mrs. Reed?

A. The thing that you are talking about may be the same thing. I mean he doesn't turn over to me anything. He has them, but I let him keep them and take care of them.

By Trial Examiner Batten:

Q. Mrs. Reed, I didn't mean, do you file them in your office? What I meant was, at regular intervals he makes you a report, does he not? You will go into his office or he will come into your office and he will point out to you [fol. 3929] the financial status of the company?

A. Yes, he does that.

Q. At more or less regular intervals?

A. Yes, he does that.

By Mr. Langsdale:

Q. You are a majority stockholder?

A. Yes.

Q. Doesn't the comptroller make out financial reports for the benefit of the stockholders, showing the income and [fol. 3930] the disbursements?

A. I know that he makes out statements of the income and disbursements and how much money we make, and regular statements, yes.

Q. He has charge of the pay-roll statements, doesn't he?

A. Yes. He has general charge of all of the accounting.

Q. Now, your discussion about this budget system you have been talking about was just oral between you and Mr. Bachofer?

A. Mr. Bachofer was supposed to make up a budget for each of his departments, and then he would go over these with either the person then in charge or the ones that were given charge of a certain activity; he would show them how much that activity had cost last year and how much—he discussed with them whether they thought that was too much, or if he thought it was too much, if they thought they could do it for less.

Q. Did he furnish you any written statement as to these changes in authority that you are talking about?

A. I don't remember. He may have. I didn't pay a lot of attention to them, if he did.

Q. What is your best recollection, that he did or did not?

A. I just don't recollect at all, Mr. Langsdale.

Q. So that all you are able to give the Examiner is your statement that you and Mr. Bachofer talked it over?

A. Well, Mr. Bachofer may have more about it, but, Mr. Langsdale, you must remember that I do a great deal [fol. 3931] of personal designing and a lot of work in getting up my line, and I discuss the merchandise, and I discuss the management. That would be something I would expect Mr. Bachofer to do. As a matter of fact, I think one reason I never put in a budget system was that I didn't want to bother doing it myself. He told me that he would personally discuss and talk this over with each of these people, so that I wouldn't have to do anything about it.

Q. You mean he would go and talk it over personally with each of the instructors?

A. Not with the instructors. The instructors' difference in status wasn't in connection with the budget. It just came up at that particular time because we were trying to improve our management, and the whole thing went along together.

Q. Then, the status of the instructors had nothing to do with this budget system you have been talking about?

A. Except that it was planned about the same time.

Q. I thought you said something about the instructor being held responsible for the expense of the particular section of which she was instructor.

A. I am sure I said she was not.

Q. Is it true that the instructor was held responsible for the quantity and quality of work that the section turned out?

A. Yes. But that wouldn't mean for the expense of the section. She had nothing to do with making piece rates and—

Q. But don't you think that the quantity and quality [fol. 3932] of the work turned out by a section has something to do with the cost of getting it out?

A. Certainly it has, but we have no budget system to control that.

Q. Now, commencing on page 3529 of the transcript—:

By Miss Weyand:

“Q. Had that supervisory status changed at your plant at any time prior to November 1, 1940?

“A. This document you mentioned is dated October 30th.”

A. I say, Mr. Langsdale, I was very much confused by that paper, and the difference in dates, and the wrong paper being inserted in the wrong form.

Q. But there is nothing wrong about that answer, is there?

“This document you mentioned is dated October 30th.”

A. I don't think there is anything wrong with it.

By Trial Examiner Batten:

“Q. I think the question was, prior to October 30th, the date of the document, prior to October 30th, 1940.

“A. I would say that this was the time that we decided that we were going to put in the supervisory arrangement, the budget arrangement, at that time.

By Miss Weyand:

“Q. Did that supervisory status there presented, exist in operation at your plant, prior to October 30th, 1940?

“A. It did not.”

There is nothing wrong about that answer, is there?

[fol. 3933] A. No.

Q. Then:

"Miss Weyand: I offer this exhibit in evidence, Exhibit 32.

"Trial Examiner Batten: Any objections? There being no objection, it will be received.

"(The document heretofore marked, 'Board's Exhibit No. 32, Witness Reed,' for identification, was received in evidence.)

"May I see it?

"A. Yes. I would like to see it myself, again, please. What did you say?

"Q. (By Trial Examiner Batten) I said, Mrs. Reed, if there is no objection, it would be received.

"Trial Examiner Batten: I don't hear an objection.

"Miss Weyand: I would like the reporter to mark the pages thereof, on the front of the first page, 32-A, 32-B, on the back of the first page, and 32-C on the front page of inner sheet, and 32-D on the back of the form sheet, and 32-E on the attached information."

Mr. Reed: What page is that?

Mr. Langsdale: 3530.

Q. (Continuing) Then:

"A. May I see that, please?

"Trial Examiner Batten: Is there any objection to marking these sheets like that? Miss Reporter, will you [fol. 3934] mark this, please? That will be A, B, C, D and E.

"(Thereupon the documents above referred to were marked 'Board's Exhibits 32-A to E, inclusive, Witness Reed,' for identification, and received in evidence.)

"Miss Weyand: I am going to ask leave that this exhibit be withdrawn and photostatic copies substituted, and in that connection I would like to have counsel, after looking at the documents and ascertaining the facts stipulate

that the documents, I mean on the face thereof they bear the stamp of the Wage and Hour Division, showing the document was received at 9:30 o'clock in the morning, October 31st, 1940, since such stamps usually do not photograph well—

“Trial Examiner Batten: I suggest that you have the photostats made, and when the photostat is available, then you may ask to withdraw it, and substitute the photostat, and I will determine if the photostats are such that you should be permitted to withdraw it. I wouldn't want to now.

“Miss Weyand: Usually photostatic copies cover all written material, and do not cover the stamp.”

Mr. Reed: Is this a question?

Mr. Langsdale: I am getting down to it.

Q. (Continuing) Then there is the answer:

“A. I would like to have permission to read this, inasmuch as I haven't read it before. I would like to take the time now to read it, inasmuch as I have been asked the [fol. 3935] question about it.”

Do you remember making that answer?

A. I remember being very much confused.

Q. Do you remember you took the document and read it? A. I took the document and read parts of it.

Q. Is there anything concealed about the three lines at the top of Exhibit No. 32-E?

A. No. That is what's confused me, that this paper would be inserted, and not only inserted, but attached to a blank of October 30.

Q. Of course, that didn't confuse you, because you didn't know anything about why it was inserted, did you?

Mr. Reed: Now, that is mere argument and not a question at all.

Mr. Langsdale: Did you? Did you know why it was inserted then?

Mr. Reed: How could she know why it was inserted, when Miss Weyand says she inserted it?

Trial Examiner Batten: All she has to do is to say she did or didn't, Senator.

A. No, I don't know why it was inserted in the wrong place.

Mr. Langsdale: Did you know it was inserted in the wrong place when you made the answer:

"I would like to have permission to read this, inasmuch as I haven't read it before. I would like to take the time [fol. 3936] now to read it, inasmuch as I have been asked the question about it?"

Were you confused when you gave that answer?

A. I felt that there was something wrong about that document being attached to an October 30 form, and I didn't know why it should be.

Q. Why did you think there was something wrong about it, Mrs. Reed?

A. Because the form was dated October 30, and this document was dated December 29th, and Miss Weyand seemed to be so anxious for me to say that that insert would be dated the same as the October 30. She was so particular about the dates and constantly asking about the dates, and she wanted it stipulated that that did belong on that date, even though she was going to have it photostated; and, as a matter of fact, the thing that showed on that photostat was the date, more than anything else.

By Trial Examiner Batten:

Q. Mrs. Reed, when you gave that answer did you know that the document was dated October 30 and the insert dated December 29?

A. I couldn't make it out, Mr. Batten.

Q. Just a moment, now. I gathered from what you just said that you observed at that time, at the time that you gave this answer, that there was a discrepancy in the dates. Did you?

A. No, I didn't clearly understand. I might be stupid, [fol. 3937] but I didn't clearly understand.

Q. It doesn't make any difference to me, Mrs. Reed, whether you understood or not. When you gave the an-

swer, did you notice that one document was dated October 30 and the other December 29?

A. It didn't come to my consciousness entirely. I just couldn't understand why Miss Weyand was so anxious to get a date of October 30 on it.

Q. My question to you still is, not what Miss Weyand wanted, my question is, when you gave the answer what was there about the document that confused you?—not Miss Weyand's questions to you. What was there, if anything, in the document that was not clear to you?

A. The questions she asked me were what confused me.

Q. I am not talking about Miss Weyand's questions. What was there in the document, after you looked it over carefully, that confused you?—not Miss Weyand's questioning.

A. It just didn't seem consistent.

Q. What didn't? A. The dates.

Q. Then, you did observe that there was a difference in the dates?

A. It didn't just dawn on me that there was another form that that should be in.

Q. Well, whether it did or did not, you did notice that [fol. 3938] there was a difference in the dates, did you, Mrs. Reed, when you read it carefully?

A. Well, I say that the whole thing frightened me, because it seemed inconsistent, and I couldn't understand why Miss Weyand wanted to pin a date down that wasn't consistent with the insert.

Q. What wasn't consistent? A. The date.

Q. What date? A. October 31.

Q. Wasn't consistent with what? A. The insert.

Q. What was the date on that?

A. It was dated December 29. But I didn't notice that until after she started talking and asking for a stipulation that that document was received in that office on the 31st, and then I thought that was queer, that she should ask for a stipulation that this document was received in the office of the wage and hour people on October 31, when the insert was dated December 29.

Q. But you testified before—

A. That was after my testimony was given. I didn't ask to see that until after she had talked about the stipulation.

Q. Now, just a moment, Mrs. Reed, please. I can't keep up with you.

[fol. 3939] When you gave the answer which Mr. Langsdale read, at that time you observed a discrepancy in the dates, did you not?

A. I don't remember that I did. I remember specifically the time I thought about the dates was when Miss Weyand asked the attorneys to stipulate that this whole document, 32—and she made it so plain—32-A, B, C, D, and E, was received in the wage and hour office on October 31.

Q. That was prior to the answer which Mr. Langsdale read, was it not?

A. I don't think so. I think it was the last thing.

Trial Examiner Batten: Will you permit the witness to read it?

Mr. Langsdale: Here is what Miss Weyand said, that she refers to:

"I am going to ask leave that this exhibit be withdrawn and photostatic copies substituted, and in that connection I would like to have counsel, after looking at the documents and ascertaining the facts—"

The Witness: No. That is incorrect reporting—ask that the lawyers stipulate. That isn't correct there.

Mr. Langsdale: Will you permit me to read it, Mrs. Reed?

The Witness: I know that isn't correct.

Trial Examiner Batten: Will you read it as it is?

The Witness: That has been corrected.

[fol. 3940] Trial Examiner Batten: It has not been corrected, Mrs. Reed. That is the record until it is corrected.

The Witness: It is incorrect.

Mr. Langsdale: Will you permit me to read it?

The Witness: All right.

Mr. Langsdale: On page 3530 appears the following:

"Miss Weyand: I am going to ask leave that this exhibit be withdrawn and photostatic copies substituted, and

in that connection I would like to have counsel, after looking at the documents and ascertaining the facts stipulate that the documents, I mean on the face thereof they bear the stamp of the Wage and Hour Division, showing the document was received at 9:30 o'clock in the morning, October 31st, 1940, since such stamps usually do not photograph well—"

Mr. Langsdale: Now, that is what you have in mind when you say she wanted a stipulation, is it not, Mrs. Reed?

A. Yes. She wanted to stipulate that the whole thing was received on October 31.

[fol. 3947] Mr. Ingraham: Just a minute. Mr. Langsdale, have you left your line of questioning on Exhibits 32, 33, 34 and 35?

Mr. Langsdale: At least temporarily.

Mr. Ingraham: Has the Examiner changed his ruling? I understood the other day you announced you were striking out Mrs. Reed's testimony in regard to Exhibit No. 32. Now, since then, Mr. Langsdale has spent considerable time inquiring into that testimony, and the Examiner himself inquired from Mrs. Reed about that matter.

If that testimony was stricken out, I would like to know the purpose of that inquiry.

Trial Examiner Batten: Well, Mr. Langsdale may tell you if he desires.

Mr. Langsdale: After you had struck out the cross-examination that had been made prior to the discovery that had been made by Miss Weyand of the true situation [fol. 3948] with reference to 32-E, that has nothing whatever to do with my right to cross-examine her about the same exhibit.

Mr. Ingraham: Well, the testimony was not stricken out prior to Miss Weyand's discovery. The testimony was stricken out just yesterday or the day before.

Mr. Langsdale: What did I say, Mr. Reporter?

Trial Examiner Batten: You mean subsequent?

Mr. Langsdale: Subsequent. I should have said after her discovery. I didn't mean to say prior.

Mr. Ingraham: If Mr. Langsdale and the Board and the Examiner intend to inquire, and they have already inquired in this matter, Respondent wishes to withdraw its motion to strike.

Trial Examiner Batten: Well, I will take it under advisement.

Mr. Langsdale: Will counsel state why he is withdrawing the motion to strike?

Mr. Ingraham: Because the Examiner and you, Mr. Langsdale, have gone into matters that were stricken. You have cross-examined from the testimony that Mrs. Reed gave, you read that testimony into the record, although the Examiner announced two or three days ago that that testimony had been stricken.

Mr. Langsdale: Was it your contention on the ruling that it precluded me from cross-examining Mrs. Reed?

[fol. 3949] Mr. Ingraham: I suppose the Examiner's purpose in striking it out was because he felt it was immaterial to the issues in the case, I don't know. He didn't announce his purpose.

Trial Examiner Batten: Well, I'll take the matter under advisement and dispose of it. It is presumed that it does not preclude any other counsel from cross-examining this witness from 32-E.

Mr. Ingraham: Does that mean it is proper for counsel to take up what you have stricken from the record, and ask questions on it?

Mr. Langsdale: On cross-examination I have a right to ask her any questions about anything.

Trial Examiner Batten: The question, Mr. Ingraham, is should you read into the record the testimony I have stricken?

Mr. Ingraham: Well, for that matter, if you intend to go into it, Respondent wishes to withdraw its motion.

Trial Examiner Batten: Well, I said I would take it under advisement.

Mr. Langsdale: I just want to say one further thing in that connection. My own conception for the reason of the ruling of the Examiner, was that the counsel for the Respondent were insisting that Mrs. Reed had been misled by [fol. 3950] the intermingling of these exhibits, and the cross-examination should be stricken.

Mr. Ingraham: We certainly do think the witness was misled.

Mr. Langsdale: You aren't inferring that I misled the witness?

Mr. Ingraham: No, not at the time you were cross-examining Mrs. Reed.

Trial Examiner Batten: Well, of course, I still feel, as far as Board's Exhibit No. 32 is concerned; except for its receipt in evidence, the testimony and even the remarks with respect to it, perhaps, should be stricken. I will take it under advisement, but if I strike your testimony, I am inclined to believe I should strike the whole matter before the receipt of the exhibit, and then if you want it to be reoffered—

Mr. Ingraham: That sort of a ruling is highly unfair.

Trial Examiner Batten: Well, I haven't ruled yet.

Mr. Ingraham: That is certainly why it is unfair, because Mrs. Reed is examined about those matters apparently on a fishing expedition, and if something isn't disclosed helpful to you, then her testimony and everything in connection with it will be stricken out.

Trial Examiner Batten: Mr. Ingraham, you are the man who made the motion.

Mr. Ingraham: We made the motion at the time.

[fol. 3951] Trial Examiner Batten: Now, it is not material to me, if you counsel here all agree that you want to go into the matter, I have no objections. If you are undecided what you want to do, well—

Mr. Ingraham: (Interrupting) I don't think it is fair for Mrs. Reed to be examined at length about a certain matter, and then, apparently, if nothing is developed helpful to the Board, then it is going to be stricken out.

Trial Examiner Batten: Just a minute. Who said if there is nothing helpful it is going to be stricken out?

Mr. Ingraham: Well, what is the purpose of examining Mrs. Reed, both counsel for the Board and—

Trial Examiner Batten: Mr. Langsdale will have to tell you that. I can't tell you his purpose.

Mr. Ingraham: Mr. Langsdale got up in Court, and he agreed that the testimony should be stricken, and he said that he was doing that out of an abundance of caution. Now, he spends considerable time inquiring into it.

Trial Examiner Batten: What is your desire? I suggested I would go over the matter, Mr. Ingraham, and take under advisement your suggestion to withdraw. Now, do you prefer that to having me straighten the matter out?

Mr. Ingraham: Yes.

Trial Examiner Batten: And strike it?

Mr. Ingraham: I would rather have our motion with [fol. 3952] drawn, and the evidence left in the record.

Trial Examiner Batten: Is there any objection, Mr. Langsdale?

Mr. Langsdale: Not a bit. I think, as a matter of fact, although I was not going to urge it, a motion from the Board's counsel or the I.L.G.W.U., to reinstate the testimony would be in order after Mrs. Reed's testimony yesterday afternoon in which she plainly showed that she was not misled, that she read that sentence at the top of Board's Exhibit 32-E before she made her answer.

Trial Examiner Batten: Miss Weyand, what is your position? Do you have any objection to withdrawing the motion to strike, and reinstating the testimony?

Miss Weyand: I have no objection at all.

Trial Examiner Batten: Mr. Tyler, what is your position?

Mr. Tyler: No objection.

Trial Examiner Batten: Well, as soon as you are all agreed, I will allow your motion.

Mr. Ingraham: All right.

Trial Examiner Batten: The motion to strike is withdrawn and I will reinstate the testimony.

[fol. 3957] Q. Now, when you testified about the Mamie Tubessing conversation, you were unable to give us the name of the girl who told you that. Can you now give us the name of the girl who told you that?

A. My remembrance is— I remember the girl's name. Just at that time I couldn't remember it. It was Maude Fisher.

Q. You say Maude Fisher is the one who told you that?

A. Maude Fisher is the one who told that she had met—I believe it was Thelma Owen, rather than Mamie Tubessing. She told several people down there. She told Mrs. Reeves, I believe.

Q. Did she tell you that?

A. I don't remember that Maude told me that herself. I know that some of the girls did talk to me about this [fol. 3958] violence, and they understood that they were going to "take me for a ride."

[fol. 3974] Mr. Langsdale: Was Exhibit No. 35 offered and received in evidence?

Mr. Ingraham: Yes.

Trial Examiner Batten: Yes. Up to and including 36, in fact, all of the exhibits that have been marked, those offered have been received, I believe, Respondent's as well as Board's.

Mr. Ingraham: That is my understanding. May it be understood that the exhibits offered by Respondent, which I think were Exhibits 17 to 38 inclusive, have been offered?

Trial Examiner Batten: 16 to 38 inclusive.

Mr. Ingraham: 16 to 38 inclusive have been offered and received in evidence?

Trial Examiner Batten: Well, of course, my records indicate they have been.

Mr. Ingraham: That is my recollection. I was not sure whether I offered each individual newspaper; I had them identified.

Trial Examiner Batten: Well, your news articles were 18 to 38; they were all received.

[fol. 3975] By Mr. Langsdale:

Q. Mrs. Reed, in answer to one of Miss Weyand's questions as to whether or not, after Mr. Baty became your production manager, prior to December, 1940, the instructors had met with Mr. Baty to discuss the operators; my recollection is that your answer was, "Not generally". Is that your recollection of your answer?

A. I really don't know how Mr. Baty — what his operations were. I am under the impression the meetings which Mrs. Reeves had with the instructors was not kept up; she constantly had meetings with the instructors. Of course, she was not in the plant like Mr. Baty.

Q. What do you mean by "not generally"?

A. Just what I said.

Q. Just occasionally?

A. I probably should have elaborated a little more. Just as I have said now, Mrs. Reeves used to have the instructors meet with her very regularly.

Q. Once a week?

A. I don't know how often she did, exactly, but being on the same floor, I saw them when they came on the office floor, and I don't believe that those meetings were kept up like she had them, because Mr. Baty was right [fol. 3976] on the floor, and went into the sections; I don't believe he ran it that way. It is not my understanding he ran the plant like Mrs. Reeves did; as a matter of fact, it is my definite recollection he didn't.

Q. You said "not generally", or "not regularly". Do you mean once in a while, or as often as Mrs. Reeves met with them?

A. It is rather a broad term. I certainly know he hadn't been meeting with them regularly; now, whether he met with them, of my own knowledge I don't know.

Q. Do your employees generally wear uniforms?

A. They wear —

Q. (Interrupting) Or white dresses?

A. They wear white dresses.

[fol. 3977] By Mr. Langsdale:

Q. Did your executives and supervisors wear uniforms, ever?

A. My understanding is that everybody in the plant, all the women in the plant, wear uniforms or white dresses.

Q. Mrs. Reeves didn't, did she?

A. Mrs. Reeves was not in the plant, Mr. Langsdale; her office was on the tenth floor.

Q. Did Rose Todd wear a uniform?

A. I don't know; I suppose she did.

[fol. 3978] Q. You don't know whether she wore a uniform or not?

A. I do not. The girls on the 9th floor, except those that sew on the machines, all the time, don't wear uniforms or don't wear white dresses; those people in the pattern department don't, their work being done on the 9th floor.

[fol. 3979] Q. I don't recall that you have been asked the duties of W. G. Weaverling, in 1937, at the Donnelly Garment Company's plant?

A. I think that we called Mr. Weaverling the doorman, but he stays in the lobby all the time, and takes care of packages for the girls.

Q. How long had he been employed by the Donnelly Garment Company in April, 1937?

A. I don't know exactly. It was sometime after the [fol. 3980] depression, because he had had a much better job, and he came to our place and wanted some sort of a job.

Q. And he is there yet?

A. He is there yet.

Q. Do you class him as a watchman?

A. I wouldn't class him as a watchman, he is a doorman.

Q. T. G. Boozell, what are his duties?

A. He is a watchman.

Q. Where does he watch?

A. Well, these men relieve one another. I don't know exactly the details on their watching; I know that Boozell is there, and Ed Corbin is there.

Q. And Eckert is there?

A. I don't believe Eckert is there. I don't believe he has been there for some time.

Q. Mr. Boozell, I see, in April, 1937, received a salary of \$150 a month. Now, for that \$150 was he doing anything except just standing around watching?

A. Not to my knowledge. You see, I don't know whether — those men worked long hours, and a number of days — and I believe they worked 12 hours a day watching, or whatever you can call watching, whether it is working or not; to my knowledge all they did is watch.

Q. All of those watchmen watch 12 hours a day?

A. I believe they do.

[fol. 3981] Q. Mr. Weaverling got \$108 a month, whereas Boozell got \$150 a month?

A. Well, Mr. Weaverling only works 8 hours a day.

Q. I see. Do you know whether Mr. Boozell worked 12 or not?

A. I am not sure; I am under that impression.

Q. On what do you base that impression?

A. Well, I know at one time he did; now, whether he continued to do that or not, I don't know. It has been the practice of watchmen, generally, to work 12 hours, I believe.

By Trial Examiner Batten:

Q. You mean Weaverling, is that the man?

A. No, no, Mr. Weaverling is a door man.

Q. No, no, I want to ask a question about him, Weaverling; is that the man, is that the name, Weaverling?

A. Yes, Weaverling.

Q. Well, as I understand it, he worked days, is that right?

A. Yes. He may work 9 hours, I don't know. He doesn't work as long.

Q. My only point is, distinguishing between the two. Did he work days and the other man nights, or what was the difference?

A. The difference was he simply sits down at a sort of [fol. 3982] an information desk, and if someone comes in

and they want to go to the advertising department or something like that, he tells them where to go. He is really an information man.

Now, in addition to that, when the girls buy merchandise, the packages are left with him, and he takes care of them for them, and he is really an information man and a lobby — in the lobby there, you know what I mean.

Q. Yes, I understand. But the thing I don't understand, Mrs. Reed, did all three of these men work days?

Mr. Langsdale: Four of them, Mr. Examiner.

A. I think they change about.

By Trial Examiner Batten:

Q. Oh, they were on shifts?

A. Well, we have — I am not absolutely sure, except it seems to me I see one of them when I come in and out, and it seems to me we have a watchman there day and night. We may have, I really believe we have. I am not sure of it.

Q. Do you know, in 1937, if these men all worked days, or did some of them work days and some of them nights, outside of the door man?

A. Outside of the door man?

Q. Outside of the door man.

A. The door man is always there. Mr. Weaverling does a little clerical work there.

Q. That is the part I didn't understand.

[fol. 3983] A. Mr. Weaverling was a bank cashier before he took that job there.

By Mr. Langsdale:

Q. Do I understand you don't know just what Mr. Boozell did in his duties as a watchman?

A. I don't know what he did as duties of a watchman. I expected him to watch the building.

Q. To whom was he responsible at the plant?

A. Well, I would say probably to Mr. Baty.

[fol. 3990] Mr. Ingraham: Well, I would like to adjourn until 2 o'clock, in order to go over the cross-examination

and see what points we do want to redirect examine Mrs. Reed on.

Trial Examiner Batten: There has been so little this morning, Mr. Ingraham, I don't think I would be warranted at all in adjourning until 2 o'clock.

Mr. Ingraham: Well, there have been four or five days, I believe, of cross-examination.

Trial Examiner Batten: That is correct.

Mr. Ingraham: Would it be all right to withdraw Mrs. Reed and put another witness on, in order that we can save time?

Trial Examiner Batten: Yes. Will you then have Mrs. Reed come back on at 2 o'clock?

Mr. Ingraham: Yes, or later, as soon as we finish with the next witness.

Trial Examiner Batten: Well, I don't want to agree to that, Mr. Ingraham. That might be days, and I think from Mrs. Reed's standpoint, as well as the arrangement of the hearing, it is well to dispose of Mrs. Reed as soon as possible. Now, I am willing, if you want to put on another [fol. 3991] witness and let Mrs. Reed go until in the morning, to do that, but I think we ought to dispose of her.

Mr. Ingraham: That is all right.

Trial Examiner Batten: Mrs. Reed, you may be excused, then, until tomorrow morning at 10 o'clock.

(Witness temporarily excused.)

WAVE TOBIN, a witness called by and on behalf of respondent Donnelly Garment Company, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Ingraham:

Q. Will you state your name, please?

A. Wave Tobin.

[fol. 3992] Q. Where do you live, Miss Tobin?

A. 1016 Locust, the Drake Hotel.

Q. Are you employed? A. Yes, I am.

Q. What is your occupation?

A. I am the Manager of the Kansas City Joint Board of the International Ladies' Garment Workers' Union.

Q. Will you state what the Kansas City Joint Board consists of? A. It is made up—

Mr. Langsdale: It seems to me that is repetition. Miss Tobin testified to that before.

Trial Examiner Batten: Well, I don't remember. It will only take a moment. She may answer.

A. It is made up of elected representatives of the different locals of the International Ladies' Garment Workers' Union here in Kansas City.

By Mr. Ingraham:

Q. Does the Joint Board enter into contracts with other garment companies in Kansas City?

A. With the garment companies in Kansas City, yes.

Q. Do you have charge of that particular business of the Joint Board? A. Of negotiating contracts?

Q. Yes. A. No.

[fol. 3993] Q. What do you have charge of?

A. I have charge of the shops that are under contract with the International Ladies' Garment Workers' Union. I take up the complaints and hold local meetings.

Q. You are familiar with the contracts that have been entered into between the Joint Board and the various shops? A. Yes.

Q. Now, what shops come under the Kansas City Joint Board in Kansas City?

A. You mean, the names of the different shops?

Q. Yes.

A. Well, there are about 25 or 26. I don't think I could call them off from memory.

Q. Can you name the ones that you remember?

A. Stern-Slegman Prins Company, Brand & Puritz, Louis Walter & Company, Fashion Belt Garment Company, Maurice Coat Company, Styline Garment Company—I am trying to name them by groups. That is of the coat shops. How many have I named?

Mr. Shepard: Five, I believe.

A. (Continuing) Carl Mann, Rosewin Coat Company, and Morgan-Rice.

Marlene Dress Company, Lee's Dresses, Quality Hill, Betty Lou, Gordon Bros., Gernes, Liberty, Mayfair, Azars Braburn,— I am sure there are more, but I can't re-[fol. 3994] member, unless you would want to read the list back to me, and then I might be able to think of some more.

By Mr. Ingraham:

Q. Would you, at noon, make out a complete list?

A. Yes.

Q. Now, are employees in these various shops in separate locals, or in one local?

A. They are grouped. Cloak locals, silk dress locals, cotton locals, sportswear, and one children's local.

Q. Who belongs to the locals? I mean by that—

Trial Examiner Batten: You mean, who is eligible to belong; is that it, Mr. Ingraham?

Mr. Ingraham: No, I wasn't asking her that yet.

By Mr. Ingraham:

Q. I understood, Miss Tobin, that Gernes have a separate local.

A. That is our children's and misses' dress local.

Q. Are there any other shops that have their own particular local?

A. Yes, the Stern-Slegman Prins shop, which is in North Kansas City, and Brand & Puritz.

Q. Is there any difference in who is eligible for membership in the respective locals?

A. I don't think I understand your question, Mr. Ingraham.

Q. I mean, these shops that have their own locals; do you have the same eligibility requirements in those shops as you do in the locals that take in more than one shop?

[fol. 3995-3996] A. Yes.

Q. They are all the same? A. Yes.

Miss Weyand: Mr. Trial Examiner, I would at this time like to raise the question of the limitation of this

hearing to the offer of proof. As I recall it, there is no offer of proof which covers Miss Tobin's testimony, at least I am unable to call to mind any offer within the terms of which her present testimony might be included.

As I understand, we are limited to the remand, and I would like to object to the further questioning of Miss Tobin unless counsel for the company can identify it as coming within one of the offers previously made and which the circuit court directed the Board to take evidence upon.

Trial Examiner Batten: Where would this come, Mr. Ingraham, under the proffers of proof?

Mr. Ingraham: Our offers of proof were offers made on behalf of employees. However, Mrs. Reed was permitted to testify on the principle, as I understood it, that she was head of the company and wasn't able to testify before. Now, certain issues have been raised, and Miss Tobin is in charge of the I. L. G. W. U. activities in Kansas City, and there are just a few matters that we want to ask her about.

Trial Examiner Batten: You mean matters that were raised in Mrs. Reed's testimony? Is that what you mean?

[fol. 3997] Mr. Ingraham: Yes.

Trial Examiner Batten: Well, do you mean by that, Mr. Ingraham, that any matters that were raised in Mrs. Reed's testimony, then all of the parties would have the right to call witnesses with respect to that testimony? In other words, I would like to have a general idea of how wide this thing is going to be.

Mr. Ingraham: I don't like at this time to state what my purpose is.

Trial Examiner Batten: No, I am not asking you your purpose. I merely asked you if you feel, with respect to Mrs. Reed's testimony—not this witness's testimony—that all of the matters that were brought out in her testimony, all of the parties are now at liberty to call witnesses to either corroborate that testimony or to deny that testimony?

Mr. Ingraham: Well, it is my view that unless the Examiner limits the scope of the hearing—and, as I under-

stand, he has not definitely ruled on that yet—that if the testimony is not limited, if respondent desires to corroborate Mrs. Reed's testimony, and it is material, that the respondent would have that right.

Trial Examiner Batten: Well, I am not denying you that right; neither am I saying you have that right. My only question is, whether because I was liberal with Mrs. Reed's testimony, in view of her inability to be here at the [fol. 3998] last hearing, it opens up her testimony for all of the parties—I am speaking not only of the respondent but of all of the parties—to either corroborate her testimony or to call witnesses for the purpose of explaining it or denying it. That is the point I am concerned about, Mr. Ingraham.

Mr. Ingraham: If there is testimony Mrs. Reed has given that is material, I would think the other parties would have the right to present any evidence they wanted to present on that.

Trial Examiner Batten: Well, of course, that, in substance, means that any of the parties would be able to call such witnesses, because you would proceed on the assumption, Mr. Ingraham, I presume, that all of the testimony she has given is material or it wouldn't be in here.

Mr. Ingraham: I think that on cross-examination there have been matters brought out that are not material, but we didn't object. We permitted counsel for the Board and counsel for the intervener to pursue that line of questioning.

Mr. Langsdale: Generous of you.

Mr. Tyler: If Your Honor please, the only point of these questions so far is as to membership of various unions in the local board and contracts. Now, if I recall correctly, that subject was opened up and an offer of proof was made in the previous hearing. So that is well within the purview of this hearing, whether the hearing is going [fol. 3999] to be further opened up or not.

Trial Examiner Batten: But, Mr. Tyler, that offer of proof was not included, was it, within the statement of the circuit court when it said the offer of proof with re-

spect to these 1,200 employees—that was not part of that offer of proof, was it?

Mr. Tyler: I think so. I think that obviously is part of the consideration which governed these employees of the Donnelly Garment Company in their choice of a union, and that is one of the subjects which the Circuit Court of Appeals said should be received and evidence bearing on it accepted and considered.

Trial Examiner Batten: Then, I presume that raises the question, doesn't it, Mr. Tyler, of whether such testimony then shouldn't be through the 1,200 employees? Don't you, from reading the decision, feel that the court limited the testimony to these 1,200 employees?

Mr. Tyler: If Your Honor means, limited the testimony to solely these 1,200 employees, I do not agree. I think the 1,200 employees are entitled to testify, by the ruling of the Circuit Court of Appeals, and also corroborative evidence tending to show why they formed the union should be admitted, even though it does not come out of the mouths of these 1,200 employees. I think why they formed the union is one of the subjects the Circuit Court of Appeals said ought to be received in evidence, and I [fol. 4000] do not believe it is limited to coming solely out of their mouths.

Miss Weyand: Mr. Trial Examiner, I think the discussion of Mr. Tyler's has suggested that he believes Miss Tobin should be heard here on the contracts, because the employees may have joined the Donnelly Garment Workers' Union by reason of their information about these contracts.

You will recall, a parallel problem arose in dealing with Mrs. Reed's reading of the newspapers. At that time counsel for the company stated that they desired to show Mrs. Reed's attitude, and they offered the newspaper articles, not to show the truth of the facts therein recited, but merely as showing the basis upon which Mrs. Reed formed her attitude.

I think the same view should be taken as to the contracts. If the employees desire to state here that they formed or joined the Donnelly Garment Workers' Union because of

some understanding they had as to the nature of these contracts, I believe that under the court order that is permissible.

However, I do not believe that opens up an investigation by the National Labor Relations Board of whether their understanding of those contracts was accurate or inaccurate. It, therefore, is immaterial whether or not these contracts do exist and what their terms are.

For that reason, I believe that the line of inquiry which [fol. 4001] the company seems to be opening up in the questions which they have directed to Miss Tobin is not within any offer. If the company still believes that it is, I would like to have them produce the offer and relate it specifically, rather than talking in vague generalities about offers which were made.

I have here before me the offer on 1,200 witnesses, and I find no reference to the contracts. I do find reference to the employees' understanding of the violence which was alleged to be taking place at certain of these factories prior to the time and around the time they formed the Donnelly Garment Workers' Union, and I had assumed and so interpreted the court's opinion to mean that the employees could get on the stand and state their understanding of those facts and the relation it had to the action they took in forming or joining the Donnelly Garment Workers' Union. I felt it did not open up the question of whether that violence occurred.

On a separate offer which was urged upon the circuit court, the failure of the Trial Examiner to try the issue of conspiracy and violence, the court ruled:

"We are of the opinion that the Trial Examiner did not err in confining the issues to those which were tendered by the complaint filed by the Board. We are satisfied that the Board was not required to try the International for alleged conspiracy, nor to try the charge that the Board had conspired or colluded with the International."

Taking that statement by the court in the light of the [fol. 4002] issues tendered by the petition for review, the answer thereto, and the motions made in that court, the

briefs thereon, and the oral argument, it seems to me clear beyond any doubt that the circuit court did not intend that we try the contracts which the I. L. G. W. U. may have with other concerns, or any violence in which the I. L. G. W. U. may or may not have engaged at the time in question.

Mr. Tyler: Mr. Examiner, I do not concede there is any obligation on the people who sign an affidavit to state that "We hereby include reference to all of the evidence which may develop to support our position." Certainly that is not the case.

When these employees say, "We offer to prove why we joined the Donnelly Garment Workers' Union," the position of the Circuit Court of Appeals is obviously that any information that rationally indicates that or disproves that is accepted.

Trial Examiner Batten: I believe I would agree with you on the statement you have just made, as I understand it. In substance, it is this, is it not, Mr. Tyler, that these 1,200 people acted because of certain things which they, in their own minds, knew or heard or read, and they have a right to testify in this hearing to the things which motivated them in joining the union or in organizing the union?

Now, that, it seems to me, is true, Mr. Tyler. But it doesn't seem to me that that is the question in issue here now.

[fol. 4003] Mr. Tyler: Your Honor, let me go farther.

Trial Examiner Batten: Yes.

Mr. Tyler: Their testimony was, throughout the case, that they thought their contract was a better contract than the International's. Now, undoubtedly they should be able to show that, as the comparison they made on which they based a choice, which they say they voluntarily made.

Now, it would be an extraordinary ruling to say that you could compare your contract and reach a conclusion, but we won't let such a contract or the facts of such a contract in evidence. We are not offering to show whether it was good or bad, but we are saying, "Here are certain contracts. The employees say they learned about these contracts." Now, if they learned about these contracts,

what was really in the contracts is important as to whether it is probable that they felt that their contract was better.

Trial Examiner Batten: I will go along with you on the latter part of your statement, this far, that if these employees joined the Donnelly Garment Workers' Union because they felt they had a better contract, that issue, of course, can only arise with the number of employees who joined the union after the contract was signed, and it wasn't signed until May 22. But—

Mr. Tyler: I do not agree with you.

Trial Examiner Batten: But even assuming it was [fol. 4004] signed before, Mr. Tyler, I have no objection to these people testifying that was one of the reasons—

Mr. Tyler: If they thought they could get a better contract than the one in existence, that would be a valid reason.

Trial Examiner Batten: Yes. I have no objection to that. But I can't see yet where—

Mr. Tyler: After learning what opinion they formed about these contracts, is it not important what the contracts were?

Trial Examiner Batten: It is important what information they had upon which they arrived at their decision.

Mr. Tyler: And the probability of their having the information is influenced by what were the effects of these contracts.

Trial Examiner Batten: I think it is important, also, to know what information they had. I say, "what information they had"—not what information was available in somebody's office, Mr. Tyler. What information did these people have upon which they acted?

Mr. Tyler: And what information they had is made either probable or improbable by what the facts were. There were many people in town who knew about these contracts. Now, whether a thing is true or not, there is some showing of probability about where you get that information. If I am informed that a building is on the north side of the

[fol. 4005] river, the fact does have some bearing on the probability of whether I got that information or was influenced by it.

Trial Examiner Batten: Let us say a person joined the Donnelly Garment Workers' Union because he felt that the contract which the Donnelly Garment Workers' Union had would be better than the contract which the International had. Now, the question which arises is not, what is in the International contract? The question that arises is whether or not that person knew what was in the International contract, and what was the basis of that decision.

Now, supposing that the fact was that the International contract was much less desirable, but this individual didn't know that, or the facts concerning the contract, the rates of pay or the hours or conditions of employment, how could that possibly have any effect on that individual's mind in joining one or the other union?

Mr. Tyler: In this way, Your Honor: If Your Honor is going to pass on whether these people really did get that information, and you are also going to pass on whether that was a probable reason for their joining the Donnelly Garment Workers' Union, is it persuasive or is it ridiculous? The facts as to what the contracts were are certainly persuasive as to whether these people really got information and whether the information was correct and whether they were persuaded by it. If some statement gets out that the International is working for \$1.00 a week, I [fol. 4006] don't think Your Honor would consider that is persuasive, and I don't think you would consider they got that, if you know what is in the contract. But the facts bear on the possibility of these people getting information about it, and whether that information persuaded them. To try that in a vacuum, without anything to show what that claim was based on—

Trial Examiner Batten: Let me inject this, Mr. Tyler: It seems to me the way to proceed in this hearing is to take the testimony first which I rejected; in other words, the testimony of these, 1,200 people. Now, it seems to me that that is the first thing that ought to be done.

Now, if that raises some of these points that you have mentioned, Mr. Tyler, it seems to me that that is the time to receive that testimony.

I am inclined to feel that, as Examiner, I have a perfect right to discuss the order of proof, and I am inclined to believe that we should receive first the testimony which the Circuit Court of Appeals said I should have received.

Now, what is wrong with proceeding in that manner?

Miss Weyand: Mr. Trial Examiner, in line with that fact, I wish to point out, as far as my acquaintance with the case goes, the Board and counsel for the Board have regarded it immaterial how grossly erroneous the opinions of the employees may have been in regard to violence or in [fol. 4007] regard to other contracts. It has been the Board's position that the objective acts done by the company at its plant resulted in the employees joining the union, that those acts constituted unfair labor practices, and that it was immaterial what the employees thought or how misled they were. Now, I will not state that if the employees should go on and show statements of fact that were highly improbable, that we might not at that time say we would like to show how improbable those facts are.

It is my opinion that there will be no necessity on my part to challenge any statement of an employee as to his belief about the undesirable nature of the International Ladies' Garment Workers' Union or the undesirable character of the contracts which the International Ladies' Garment Workers' Union enters into. It is my position that it is immaterial how bad he thought the International Ladies' Garment Workers' Union was, or how undesirable he thought its contracts were.

Of course, I cannot tell until I have heard the testimony of the employees' to what extent the testimony may look so exaggerated that it might become necessary to question whether he really believed that or not, but from all of the testimony in the record so far there is no indication to me that any such issue should arise.

I, therefore, think that Trial Examiner Batten's suggestion that it is a matter not in issue at the present time [fol. 4008] and would only be an issue if I should chal-

lenge the statement of belief which an employee made—that is, if I should challenge whether or not he really believed that. Not until I challenge that is there an issue as to whether the employee reasonably believed what he stated he did.

For that reason, I think the line of questioning now opened up should not be pursued at this time.

[fol. 4009] Mr. Tyler: I submit that this suggestion must be made at this time, and that Your Honor should again clarify his position after that.

Trial Examiner Batten: I can thoroughly agree with you on that, Mr. Tyler.

Mr. Tyler: The position of the Board is that it is not important what these employees think.

Mr. Langsdale: I don't think she said that.

Mr. Tyler: The record will show what she said.

Mr. Langsdale: I am sure she didn't.

Trial Examiner Batten: Irrespective, the record will show what Miss Weyand said, and what Mr. Tyler said. Let's let the attorneys make their statements.

Mr. Tyler: The position of the Board is that it is not important as to what the employees think, or their mistaken ideas, as the Board would classify them; that is a position that doesn't agree with the opinion of the Circuit Court of Appeals, which says that obviously their reasons for taking an action which means what they think is important evidence in this case, and should be taken and weighed.

The position of the Board, if Miss Weyand correctly states it, is that the whole purpose of this Act is to be simply reversed. Instead of enabling the employees to choose the things they desire to choose, the position of the [fol. 4010] Board is that that makes no difference, and some technical action by the employers could reverse the entire purpose of the Act.

I think that is a complete distortion of the whole purpose of this hearing, and that the Circuit Court of Appeals recognized that in directing that the testimony of these

employees as to their choice, which means what they think whether they were right or not—

Trial Examiner Batten: I agree with you.

Mr. Tyler: (Continuing) —should be weighed.

Trial Examiner Batten: Should be weighed, that we should take the testimony of these employees as to what they thought, what motivated them in doing the things they did. I agree with you on that.

Mr. Tyler: And also as to whether that is probably true or untrue.

Trial Examiner Batten: On that, I may even go that far and say that that might be true if I had received the testimony of the 1200 employees. In other words, it does seem to me that that is the primary purpose for which the Court sent it back, to take the testimony of these people, what they thought, why they did these things.

Now, it seems to me the logical way to do is to take their testimony.

Now, it may bring up some testimony which appears to [fol. 401] be logical, and so forth, which may or may not make it necessary to go further into that matter, but it seems to me we are reversing the process and taking the testimony by starting down at the end, rather than at the beginning, when the Court said the testimony of these 1200 people should have been received.

Mr. Tyler: Is Your Honor making it solely a matter of order, but admitting that inasmuch as these contracts were not as good as the employees believed they could get, that makes it more probable the employees are telling the truth when they say they think they are getting a better contract?

Trial Examiner Batten: I am saying this: The testimony which the Court said I should have taken first it is easy to tell then whether additional testimony is necessary. I mean, in other words, aren't we anticipating something that may or may not be necessary?

Mr. Tyler: Of course, Your Honor is the sole judge as to the proper order of the procedure, but I submit you are hardly going to be able to take the testimony of all the

employees, solely on the point of what they thought, and exclude all other evidence. We have before us, ready to be produced, part of the admissible evidence, and it seems to me as long as it is here and ready to be produced, it should not be postponed; as to the matter of the testimony of the employees, it should be taken.

[fol. 4012] Mr. Ingraham: Miss Weyand jumped to a conclusion that the scope of my examination was for a certain purpose. I have an entirely different purpose in inquiring of Miss Tobin about certain matters. As I ask these questions, I will disclose my purpose. I don't want to do that until I ask the questions. It will be very brief, and we can finish by 12.30, if I am just permitted to go ahead.

Trial Examiner Batten: Well, of course, I think you would agree with me, Mr. Ingraham, that whether someone was trying to anticipate your purpose, no one has asked you your purpose and I don't intend to, but I think you agree with me and Mr. Tyler and Mr. Langsdale and Miss Weyand, that the issue we have been discussing is one which I do have to decide shortly.

Mr. Ingraham: Sooner or later.

Trial Examiner Batten: It doesn't seem to me to be later now. I am not talking with respect to these issues. I have no objection, if you want to finish with Miss Tobin, but that was one reason why I wanted to proceed with Mrs. Reed at 2 o'clock, because I thought we could dispose of Mrs. Reed, so she could get back to her business, and not have to be around here any longer; and then, before we take on another witness, I will have to decide that question; that is one of my purposes. Mr. Langsdale?

Mr. Langsdale: Of course, I am interested in this issue. [fol. 4013] I happen to represent this witness as counsel, and I am not going to permit her to introduce any contracts here for the edification of the front row, and have them go out and testify they knew all about these matters after hearing them paraded on the witness stand; for one reason, I don't want the witnesses in the Courtroom so they can be educated. Now, there are a couple of reasons why this is utterly immaterial, this line of examination.

Mr. Ingraham: I haven't started yet, Mr. Langsdale.

Mr. Langsdale: Well, you are asking about the contracts of the I.L.G.W.U., and it has no employer here.

Mr. Ingraham: I asked her about the contracts.

Mr. Langsdale: In the first place I am not putting the I.L.G.W.U. up against the Donnelly Garment Workers' Union or what they believe about the two unions; I don't concede that is the issue, that they might prefer some other unions, that they might not want any union at all. The issue here is whether or not the Donnelly Garment Workers' Union was organized, financed and dominated by the Donnelly Garment Company, not whether they wanted to join the I.L.G.W.U.

Mr. Tyler, in his argument, says that one balance of the scales is the I.L.G.W.U., and the other balance of the scales is the Donnelly Garment Company union contract. What difference does that make? Does he say the I.L.G.W.U. contract is better than the Donnelly Garment Workers' [fol. 4014] Union contract, that the people ought to join the I.L.G.W.U.? It isn't here, that is not the case; that is not the question. The I.L.G.W.U. is not on trial here at all.

The issue is not whether or not these people joined the Donnelly Garment Workers' Union, or joined the I.L.G.W.U. On top of that, what difference does it make what these people thought? What is actually in these contracts is not material. I concede this order to be so broad that if one of these girls comes forward and says she has a bad dream about the I.L.G.W.U. and in favor of the Donnelly Garment Workers' Union, and she acted on that dream, she had a right to do it. It doesn't make any difference whether it was true or false; and if they come in here and say they heard certain things about the I.L.G.W.U. contract that aren't true, would it be proper for us to come in and introduce the contracts and prove they weren't true?

As a matter of fact, if they did hear something about the I.L.G.W.U. contracts, and did believe them, and that honestly caused them to join the Donnelly Garment Workers' Union, if that is material, we couldn't come in and say they are wrong, that our contracts aren't that way at all.